



DACW41-02-B-0003

**US Army Corps
of Engineers**

Kansas City District
You Matter - We Care

Missouri River Bank Stabilization, Rulo, Nebraska, to St. Louis, Missouri

Construction Solicitation and Specifications

January 2002

DEPARTMENT OF THE ARMY
Kansas City District, Corps of Engineers
757 Federal Building
Kansas City, Missouri 64106

SPECIFICATIONS FOR CONSTRUCTION OF
MISSOURI RIVER BANK STABILIZATION
RULO, NEBRASKA, TO ST. LOUIS, MISSOURI

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NOT USED

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF	PAGES
	DACW41-02-B-0003	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	1/18/2002	1	68

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
U.S. Army Engineer District, Kansas City 760 Federal Building, 601 E. 12th Street Kansas City, Missouri 64106-2896 Tel: (816) 983-3845 Fax: (816) 426-5169		See Item 7

9. FOR INFORMATION CALL:	A. NAME Perry Marks, Jr.	B. TELEPHONE NO. (Include area code) 816-983-3850 Ext.	(NO COLLECT CALLS)
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SOLICITATION

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Missouri River Bank Stabilization
Rulo, Nebraska, to St. Louis, Missouri

The work includes, but is not limited to, repairing existing dikes and revetments on the Missouri River between Rulo, Nebraska, and St. Louis, Missouri. Repairs consist of placing new quarry-run stone as well as excavating notches, and salvaging and then re-using existing stone from specified dikes and revetments.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>**</u> calendar days after receiving <input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. ** See Section 00800	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and one copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. local time 2/19/2002 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required. NOT TO EXCEED 20% OF TOTAL BID AMOUNT

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

00010-1

DACW41-02-B-0003		OFFER <i>(Must be fully completed by offeror)</i>	
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>	
		(FAX #)	
		16. REMITTANCE ADDRESS <i>(Include only if different from Item 14)</i>	
DUNS NO:			
CODE	FACILITY CODE		
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within <u>90</u> calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>			
AMOUNTS:	See attached Bidding Schedule		
18. The offeror agrees to furnish any required performance and payment bonds.			
19. ACKNOWLEDGEMENT OF AMENDMENTS			
<i>(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)</i>			
AMENDMENT NO.			
DATE			
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>		20B. SIGNATURE	20C. OFFER DATE
AWARD <i>(To be completed by Government)</i>			
21. ITEMS ACCEPTED			
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO	
26. ADMINISTERED BY	CODE	<input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	
		27. PAYMENT WILL BE MADE BY	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE			
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type of print)</i>		31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE		31b. UNITED STATES OF AMERICA	31C. AWARD DATE

STANDARD FORM 1442 BACK (REV. 4-85)

SECTION 00010 Solicitation Contract Form

BIDDING SCHEDULE

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
0001	STONE FILL	115,810.00	Short Ton		
	FFP - Stone Fill in dikes and revetments from Jefferson City to St. Louis MO				
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
0002	NOTCH EXC - UPPER	18,500.00	Cubic		
	REACH		Yard		
	FFP - Notch Excavation from Rulo, NE to Jefferson City, MO				
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
0003	NOTCH EXC -	62,000.00	Cubic		
	LOWER REACH		Yard		
	FFP - Notch Excavation from Jefferson City to St. Louis MO				
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
0004	BANK EXC	19,800.00	Cubic		
			Yard		
	FFP - Bank Excavation from Rulo, NE to St. Louis, MO				
				NET AMT	<hr/>
				TOTAL	<hr/>

BIDDING SCHEDULE (CONTINUATION SHEET)**FIELD OFFICE OVERHEAD**

NOTICE TO BIDDERS: For your bid to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE

If you use this practice, see Special Clause "Field Office
Overhead Per Diem Rate" _____

2. DIRECT COST DISTRIBUTION BASE FOR A PERCENTAGE MARKUP

If you use this practice, see Special Clause "Field Office
Overhead Percentage Markup" _____

3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE

UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE. _____

YOU MUST DESCRIBE THE ACCOUNTING PRACTICE IN SUFFICIENT DETAIL BELOW TO ALLOW THE CONTRACTING OFFICER TO DETERMINE WHAT ACCOUNTING PRACTICE IS BEING UTILIZED BY YOUR COMPANY AND THAT IT COMPLIES WITH THE FAR.

FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATIVE 3 IS DECLARED AND YOUR DESCRIPTION DOES NOT CLEARLY STATE OR DESCRIBE A CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE CAUSE FOR YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

POINTS-OF-CONTACT

CONTRACT SPECIALIST: Perry D. Marks Jr. 816-983-3850 Perry.D.Marks@usace.army.mil
PROJECT MANAGER: Michael.D.Chapman 816-240-8131 Michael.D.Chapman@usace.army.mil

THE MAGNITUDE OF THIS PROJECT IS REPRESENTED BY THE FOLLOWING ESTIMATED PRICE RANGE (See FAR 36.204): Between \$1,000,000 and \$5,000,000.

NOTES:

- 1) Bid prices must be entered for all items of the Bidding Schedule. Award will be made as a whole to one Contractor.
- 2) All quantities are estimated.
- 3) All extensions of the unit prices shown will be subject to verification by the Contracting Officer. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
- 4) If a modification to a bid is submitted that provides for a lump sum adjustment to the total cost, the application of the lump sum adjustment to each price in the Bidding Schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every price in the Bidding Schedule.
- 5) Bidder's attention is directed to SECTION 0100 paragraph titled "Arithmetic Discrepancies" wherein are procedures for correction of errors.
- 6) Bidder's attention is directed to SECTION 01100, paragraph titled "Missouri Sales and Use Tax."
- 7) Bidder's attention is directed to CONTRACT CLAUSE titled "Contract Prices—Bidding Schedules."
- 8) Award will be made to the low responsible and responsible bidder. Bidder's attention is directed to SECTION 00100 paragraph entitled "Contract Award—Sealed Bidding—Construction" for further details.
- 9) Bidder's attention is directed to SECTION 01100: GENERAL for special provisions pertaining to this solicitation.
- 10) The general outline of the principal features of each item as listed does not in any way limit the responsibility of the bidder for making a thorough investigation of the drawings and specifications to determine the scope of work included in each item.
- 11) Bidder's attention is directed to the CONTRACT CLAUSES wherein the apparent low bidder is required to submit a subcontracting small business and small disadvantaged business subcontracting plan. The subcontracting plan shall be submitted in the format identified in SECTION 00100. Submission of the plan is required prior to award. Award will not be made under this solicitation before the plan is approved by the Contracting Officer.
- 12) Work in item 0001 shall be performed between river miles 145 and 0. Work in item 0002 shall be performed between river miles 145 and 0. Work in item 0003 shall be performed between river miles 145 and 498. Work in item 0004 shall be performed between river miles 498 and 0.
- 13) Bidder's attention is directed to SECTION 00800, paragraph "Continuing Contracts (Alternate)."

CAUTION!

BEFORE SIGNING AND MAILING THIS BID, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. AMENDMENTS: Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office.
2. SEALED BIDS: Sealed envelopes containing bids shall be marked to show the bidders's name and address, the solicitation number, amendments received, and the date and time bids are due.
3. AMENDED BID PAGES: If any of the Amendments furnished amended bid pages, the amended bid pages must be used in submitting your bid.
4. LATE BIDS: In order for a late mailed bid to be considered, generally it must have been sent by either registered or certified mail not later than 5 calendar days before the receipt of bids date.
5. BID GUARANTEE: Sufficient bid guarantee in proper form must be furnished with your bid, if your bid exceeds \$50,000.
6. MISTAKE IN BID: Have you reviewed your bid prices for possible errors in calculations or work left out?
7. TELEGRAPHIC MODIFICATIONS: If you modify your bid by telegram, be sure to allow sufficient time for the telegram to reach us prior to the time set for receipt of bids. Any doubt should be resolved in favor of allowing Extra Time.
8. FACSIMILE BIDS, MODIFICATIONS, OR WITHDRAWALS: Will not be considered.
9. SECTION 00600: Certifications must be completed and submitted with your bid. Furthermore, prior to any award, the apparent low bidder must submit a Small Business and Small Disadvantaged Business Subcontracting Plan, found at the end of Section 00600, which must be approved prior to award.
10. HAND-DELIVERED BID: If bids are hand-delivered, you must be aware of enhanced security requirements in effect in the Federal Building and allow for extra time to clear security. You must have a valid picture ID in order to enter the building. No additional time will be allowed due to security requirements.
11. BUY AMERICAN ACT: All bidders are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in SECTION 00700) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.

BID BOND REQUIREMENTS (DEC 1989) (FAR 28.101-2): If your bid exceed \$50,000.00, the bid bond shall be in the amount of 20% of the bid price of \$3,000,000, whichever is the lesser amount. (See CONTRACT CLAUSE titled "Bid Guarantee.")

PLANS AND SPECIFICATIONS

Plans and specifications will be available only on CD-ROM, and will be free of charge. A street address must be provided when requesting a CD-ROM. Requests for the CD-ROM must be made via the Internet at <http://www.nwk.usace.army.mil/contract/contract.html>.

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-1	Solicitation Definitions--Sealed Bidding	JUL 1987
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:

(1) Obviously misplaced decimal points will be corrected;

(2) Discrepancy between unit price and extended price, the unit price will govern;

(3) Apparent errors in extension of unit prices will be corrected;

(4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE CONSTRUCTION** contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

State	Counties	Goals for minority participation for each trade	Goals for female participation for each trade
Kansas	Atchison, Doniphan, Leavenworth	10%	6.9%
	Wyandotte	12.7%	6.9%
Missouri	Holt	10%	6.9%
	Buchanan	3.2%	6.9%
	Platte, Cass, Jackson, Ray, Clay	12.7%	6.9%
	Lafayette, Carroll, Saline	10%	6.9%
	Chariton, Howard, Cooper	4.0%	6.9%
	Boone	6.3%	6.9%
	Moniteau, Cole, Callaway, Osage	4.0%	6.9%
	Gasconade, Montgomery, Warren	11.2%	6.9%
	Franklin, St. Charles, St. Louis	14.7%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with

the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **the Missouri River and banks between Rulo, Nebraska and St. Louis, Missouri. The covered area includes parts of the counties listed at (b) above.**

52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000) ALTERNATE I (FEB 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the

equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **twenty** percent (**20%**) of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Charlene A. Points, Contracting Officer
USAED, Kansas City
760 Federal Building
601 E. 12th Street
Kansas City, MO 64106-2896

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

- (b) Site visits may be arranged during normal duty hours by contacting:

Name: Michael D. Chapman
Address: Missouri River Area Office
U.S. Army Corps of Engineers
790 E. 224 Hwy
Napoleon, MO 64074
Telephone: 816-240-8131
E-Mail: Michael.D.Chapman@usace.army.mil

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>
<http://www.arnet.gov/far/>
<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>
<http://acqnet.saalt.army.mil/library/default.htm>
<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp?strCat=7&strSubCat=7>

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.com>.

(End of clause)

FIELD OFFICE OVERHEAD PERCENTAGE MARKUP

If any change to the contract, issued pursuant to the changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, of the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed if the Contractor has elected a percentage markup in keeping with its standard accounting practices. In such a case, payment of field office overhead shall be allowed for any change on a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

FIELD OFFICE OVERHEAD PER DIEM RATE

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead on a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default clause. Equitable adjustment shall be made for the costs that are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

SECTION 00600 Representations & Certifications

NOTICE TO OFFERORS

If your firm is a large business and your bid exceeds \$500,000 or more for services or \$1,000,000 for construction, your attention is directed to the following provisions contained in the solicitation:

- 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns (Alternate I)
- 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Alternate I)
- 52.219-16, Liquidated Damages - Small Business Subcontracting Plan
- 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises

For your information, the United Army Corps of Engineers considers the following goals reasonable and achievable for fiscal year and during the performance of the resultant contract.

- a. 61.4% of planned subcontracting dollars will be placed with all small business concerns.
- b. 9.1% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by socially and economically disadvantaged individuals.
- c. 5% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by women.
- d. 3% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by service disabled veterans.
- e. There are no established goals for planned subcontracting dollars placed with those small business concerns owned and controlled by certified Hubzone concerns, small business concerns owned and controlled by veterans, and Historic Black Colleges and/or Minority Institutions, however, subcontracting with these concerns is highly encouraged.

Goals included in any proposed subcontracting plan should be at least equal to those indicated above. If lesser goals are proposed, you must substantiate how the proposed plan represents the firm's best effort to comply with the terms and conditions of the solicitation. Offerors are highly encouraged to become familiarize with the intent of the solicitation provisions and the elements of the subcontracting plan.

The subcontracting plan must contain, at a minimum, the elements set forth in solicitation provision 52.219-9. Proposed plans will be reviewed to ensure the plan represents the firm's best efforts to maximize subcontracting opportunities for small, small disadvantaged and women-owned businesses. Subcontracting plans require Contracting Officer approval prior to contract award.

Should the selected offeror fail to submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, the offeror will be considered ineligible for award. The approved subcontracting plan (to include goals) will become a material part of the contract. An example of a format of a subcontracting plan is attached for your information. The attached ***plan is an example only*** and should not be construed as the only acceptable subcontracting plan format. Any format will be acceptable provided the plan addresses each element as required by the Federal Acquisition Regulations and its supplements.

Should you have any questions or need assistance in developing your plan, please contact the assigned Contract Specialist or the District's Deputy for Small Business at 816-983-3927 or fax your inquiries to 816-426-2979.

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN
EXAMPLE

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE NO: _____

PROJECT TITLE: _____

SOLICITATION NO: _____

CONTRACT NO: _____

1. In accordance with the contract clauses at 52.219-8 and 52.219-9, (*name of contractor*) submits the following Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Business Concerns.

2. Subcontracting goals for this contract:

a. Total contract amount is \$ _____.

b. Total dollars planned to be subcontracted (to all types of businesses): \$ _____.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

***NOTE:** *Women-owned businesses are not considered a small disadvantaged business. Do not include subcontract awards to women-owned businesses in your calculations unless the firm meets the definition of a small disadvantaged business.*

3. The principal items or areas we will subcontract under this contract are (**NOTE: *Construction contractors remember to include materials/supplies* when developing plan. Also, list each subcontracted task by Division and Section number**):

a. Of the items or areas stated in 3; we plan to subcontract the following to Small Businesses:

b. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Disadvantaged Businesses:

c. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Women-Owned Businesses:

d. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Service Disabled Veterans-Owned Businesses:

e. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Veteran-Owned Businesses:

f. Of the items or areas stated in 3; we plan to subcontract the following to Hub Zone concerns:

g. Of the items or areas stated in 3; we plan to subcontract the following to Historically Black Colleges and Minority Institutions:

****NOTE: SEE LAST PAGE IF THIS SOLICITATION HAS OPTIONS (delete this statement from your plan)****

4. Provide a description of the method your firm used to develop the subcontracting goals in paragraph 2:

5. Indirect costs were () were not () used in establishing subcontracting goals. ***If indirect costs are included in your goals, furnish a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) small disadvantaged business concerns and (iii) women-owned.***

6. The following individual will administer this Subcontracting Plan on behalf of (name of contractor):

Name: Title:

Address:

Telephone:

The aforementioned individual's specific duties will include, but is not limited to:

a. Developing and maintaining source lists of small, small disadvantaged and women-owned small business concerns. Sources used are the Small Business Administration's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, Minority Business Development Agency, US Department of Commerce, Local Minority Business Development Centers, Economic Development Centers, and National Center for American Indian Enterprise Development.

b. Assuring the inclusion of small, small disadvantaged, and women-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small, small disadvantaged and women-owned small business concerns.

c. Establishing and maintaining records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by a small, small disadvantaged business, or women-owned small business concerns.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with instructions provided, and coordinating and preparing for all compliance reviews by Federal agencies.

e. Promoting activities necessary to further the intent of the subcontracting plan. Activities include motivational training of purchasing personnel; attendance at workshops, seminars and trade fairs conducted by or on behalf of small business and/or small disadvantaged and/or women-owned small business concerns; and general cooperation with members of the small, small disadvantaged and women-owned small business concerns or their representatives.

7. The following steps will be taken to ensure that small, small disadvantaged, and women-owned small business concerns receive notice of and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services describe in paragraph 4 above:

a. Sources will be requested through SBA's PASS system, business development organizations, minority and small business trade associations and at small, minority and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties expressing an interest.

b. The firm will conduct and maintain internal motivational training to guide and encourage purchasing personnel to maintain source lists and guides to small, small disadvantaged, and women-owned small business concerns. Purchasing activities will be monitored to ensure sufficient time is allowed for interested offerors to prepare bids and to ensure continuous compliance with the approved Subcontracting Plan.

8. *[Name of contractor]* agrees that the clause entitled "Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt a plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of proposed goals shall be determined on a cases-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, and women-owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

9. The Firm agrees to submit periodic reports and cooperate in any studies or surveys required by the Contracting Activity or Small Business Administration to determine the extent of the firm compliance with the subcontracting plan.

10. *(Name of Contractor)* agrees to maintain at least the following types of records to document compliance with the Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small, small disadvantaged, and women-owned small business sources, along with records of attendance at conference, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business concerns, small disadvantaged business concerns and women-owned small business concerns.

c. Records of subcontracts award in excess of \$100,000 will demonstrate how small business concerns, small disadvantaged business concerns and women-owned business concerns were solicited or provide an explanation as to why these business concerns were not considered for subcontracting opportunities.

d. Records of subcontract award data to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

11. *(Name of Contractor)* will submit a SF 295, Summary Subcontract Report, on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of engineers Supplemental Instructions. *(Name of Contractor)* will not report Corps of Engineers projects through any other Agency unless authorized by the Contracting Officer.

Contractor's Signature:_____

Typed Name:_____

Title:_____

Date:_____

This Plan is Accepted By:

Contracting Officer

Date:_____

NOTE: *If this solicitation has options, the plan must contain separate goals for each option. EXAMPLE:*

1. Option #_____

a. Total contract amount is \$_____.

b. Total dollars planned to be subcontracted (to all types of businesses): \$_____.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990.

(2) The small business size standard is \$27.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier

subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror ☐ is, ☐ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment

Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (May 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991

52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.248-3 Alt I	Value Engineering-Construction (Feb 2000) - Alternate I	APR 1989
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2001) ALTERNATE I (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned

small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration

(SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, (iii) Service-disabled veteran-owned small business concerns; HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small

business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation

by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System

(NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.225-9 BUY AMERICAN ACT --BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \ 1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

- (i) Consideration is specifically authorized by this contract; and
- (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting

Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as --

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on

Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not

exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract,

provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a

party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of

the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to

the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department

of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-16 QUANTITY SURVEYS (APR 1984) - ALTERNATE I (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The

Contractor shall retain copies of all such material furnished to the Contracting Officer.

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier

subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes --

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for,

the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>
<http://www.arnet.gov/far/>
<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>
<http://acqnet.saalt.army.mil/library/default.htm>
<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp?strCat=7&strSubCat=7>

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(End of clause)

SECTION 00800 Special Contract Requirements

UNAVAILABILITY OF UTILITIES

The responsibility shall be upon the Contractor to produce and maintain at his own expense, adequate utilities for his use for construction and domestic consumption, and to install and maintain necessary connections and lines for the same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance, temporary connections and lines installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **TEN (10) CALENDAR DAYS** after the date the Contractor receives the Notice To Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **TWO HUNDRED FIFTEEN (215) CALENDAR DAYS** after the Notice To Proceed.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **FIVE HUNDRED DOLLARS AND NO CENTS \$500.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, **Region V**. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from

an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the **type and quantity of materials approved by the Contracting Officer prior to commencement of construction.**

(End of clause)

52.232-5002 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995)--EFARS

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of **THREE HUNDRED THOUSAND DOLLARS AND NO CENTS \$300,000.00** has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **THIRTY PERCENT (30%)** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by
- (b) Subsurface Investigations: Graphic logs of borings located within the areas to be excavated under this contract are available for examination at the office of the Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106-2896.
- (c) Weather Conditions: Each bidder should satisfy himself before submitting his bid as to hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from the local National Weather Service Office.
- (d) Transportation Facilities: Each bidder before submitting his bid should obtain necessary data as to access highway and railroad facilities. The unavailability of transportation facilities shall not become a basis for claims for damages or time extensions for completion of work.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

SECTION 00810

WAGE DETERMINATIONS

1. KS010006, dated 09/07/01, 11 mods.
2. KS010012, dated 11/16/01, 11 mods.
3. KS010064, dated 03/02/01, no mods.
4. MO010001, dated 12/28/01, 13 mods.

GENERAL DECISION KS010006 09/07/01 KS6
General Decision Number KS010006

Superseded General Decision No. KS000006

State: Kansas

Construction Type:
HEAVY
HIGHWAY

County(ies):
DOUGLAS LEAVENWORTH
JEFFERSON SHAWNEE

HEAVY CONSTRUCTION PROJECTS
HIGHWAY CONSTRUCTION PROJECTS (Excluding Jefferson County)

Modification Number	Publication Date
0	03/02/2001
1	03/09/2001
2	03/16/2001
3	03/30/2001
4	04/13/2001
5	05/11/2001
6	05/25/2001
7	06/01/2001
8	06/29/2001
9	06/29/2001
10	08/10/2001
11	09/07/2001

COUNTY(ies):
DOUGLAS LEAVENWORTH
JEFFERSON SHAWNEE

CARP0007R 04/01/2001		
	Rates	Fringes
LEAVENWORTH COUNTY		
CARPENTERS AND PILEDRIVERMEN	25.50	6.88

CARP1445B 04/01/2001		
	Rates	Fringes
JEFFERSON AND SHAWNEE COUNTIES		
CARPENTERS	17.20	4.35
PILEDRIVERS	17.575	4.35

CARP2279C 04/01/2001		
	Rates	Fringes
DOUGLAS COUNTY		
CARPENTERS	17.20	4.35
PILEDRIVERS	17.575	4.35

ELEC0053E 09/01/2000

	Rates	Fringes
LEAVENWORTH COUNTY (North of Fairmont, Stranger, and Tonganoxie Townships)		
LINE CONSTRUCTION:		
LINEMEN	27.80	28.75%+2.20
LINEMEN OPERATOR	25.97	28.75%+2.20
GROUND MEN POWDERMEN	19.45	28.75%+2.20
GROUND MEN	18.49	28.75%+2.20
RAILROAD AND CROSS COUNTRY TRANSMISSION LINES:		
LINEMAN	24.98	28.75%+2.20
LINEMAN OPERATOR	23.10	28.75%+2.20
GROUND MAN POWDERMAN	17.25	28.75%+2.20
GROUND MAN	16.11	28.75%+2.20
POLE TREATING SPECIALIST	26.60	28.75%+2.20
POLE TREATING TRUCK DRIVER	17.25	28.75%+2.20
POLE TREATING GROUND MAN	16.11	28.75%+2.20

* ELEC0124D 08/27/2001

	Rates	Fringes
LEAVENWORTH COUNTY (Delaware, High Prairie and Kickapoo Townships, City of Leavenworth and Ft. Leavenworth Military Reservation)		
ELECTRICIANS	28.78	10% + 9.00

ELEC0226B 03/01/2001

	Rates	Fringes
DOUGLAS, JEFFERSON, SHAWNEE, and the remainder of LEAVENWORTH COUNTY		
ELECTRICIANS	23.60	3% + 5.08

ELEC0304B 07/01/1998

	Rates	Fringes
LEAVENWORTH COUNTY (Except that portion north of Fairmont, Stranger, and Tonganoxie Townships) and DOUGLAS, JEFFERSON, SHAWNEE COUNTIES		
LINE CONSTRUCTION:		
LINEMEN	22.76	23.75%+2.00
CABLE SPLICERS	23.90	23.75%+2.00
GROUND MEN	13.63	23.75%+2.00
POWDERMEN	18.71	23.75%+2.00
LINE TRUCK AND EQUIPMENT OPERATORS	18.71	23.75%+2.00

TRAFFIC SIGNAL TECHNICIAN	22.76	23.75%+2.00
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* ENGI0101C 09/01/2001

	Rates	Fringes
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POWER EQUIPMENT OPERATORS:

DOUGLAS COUNTIES:

GROUP 1	17.75	5.92
GROUP 2	17.50	5.92
GROUP 3	17.25	5.92
GROUP 4	16.90	5.92
GROUP 4A	17.15	5.92

GROUP 1: Asphalt paver and spreader, Backhoe, Boring machine, Blades, all types, Clamshell, Concrete mixer paver operator, Concrete plant operator (automatic); Crane, Truck crane, Pitman crane, Hydro crane or any machine with power swing, Derrick or derrick trucks; Dragline operator, Dredge operator, Dozer, Ditching machine, Euclid loader, Hoist, 2 active drums, Loader, all types, Mechanic or welder, Mixermobile, Multi-unit scraper, Piledriver operator, Power shovel operator, Quad track, Scoop operator, all types, Sideboom cat, Cheery picker, Skimmer scoop operator, Push cat operators.

GROUP 2: Asphalt plant operator, Elevating grader operator.

GROUP 3: A-frame truck, Asphalt roller operator, Asphalt plant boiler fireman, Backfiller operator, Barber green loader, Boiler, other than asphalt, Bull float operator, Churn drill operator, Compressor operator (1), Concrete central plant operator, Concrete mixer operator, skip, Concrete pump operator, Crusher operator, Distributor operator, Finish machine operator, concrete, Fireman, other than asphalt, Flex plane operator, Fork lift, Form grader operator, Greaser, Hoist, 1 drum, Jeep ditching machine, Pavement Breaker, self-propelled (of the hydra hammer or similar type), pump operator, 4" or over, two, pump operator, other than Dredge screening and wash plant operator, Small machine operator, Spreader box operator, self-propelled, Tractor operator, over 50 h.p., Self-propelled roller operator, other than asphalt siphons and jets, Subgrading machine operator, Tank car heater operator, Combination booster and boilers, Towboat operator, Vibrating machine operator, not hand.

GROUP 4: Concrete gang saw, Self-propelled (con-cut), Conveyor operator, Harrow, disc. seeder, Oiler, Tractor operator, 50 h.p. or less without attachments.

GROUP 4A: Oiler, Motor crane.

HOURLY PREMIUMS: Following classifications shall receive (\$.25) above Group I rate: Clamshells - 3 yd. capacity or over, Crane or rigs, 80 ft. of boom or over (including jib), Draglines, 3 yd. capacity or over, Piledrivers 80 ft of boom or over (including jib), Shovels and backhoes, 3 yd. capacity or over.

ENGI0101F 04/01/2001

	Rates	Fringes
LEAVENWORTH COUNTY		

POWER EQUIPMENT OPERATORS:
ALL OTHER WORK

GROUP 1	23.04	8.22
GROUP 2	22.00	8.22
GROUP 3		
OILERS	17.53	8.22
OILERS DRIVER (ALL TYPES)	20.88	8.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Asphalt roller operator, finish, asphalt paver and spreader, asphalt plant operator, concrete plant operator, la tourneau roter (all tiller types), concrete mixer paver, slip form paver operator (CMI, Rex, Gomeco or equal), finishing machine operator, auto grader or trimmer or sub-grader, side discharge spreader, concrete pump operator, backhoe, blade operator (all types), bulldozer operator, high loader - fork lift - skid loader (all types), quad track, scraper operator (all types), push cat, ditching machine, boilers-2, booster pump on dredge, dredge engineman, dredge operator, tow boat operator,

hoisting engineer (2 active drums), crane operator, derrick or derrick trucks, drag line operator, pile driver operator, pitman crane or boom truck (all types), shovel operator, truck crane, clamshell operator, drilling or boring machine (rotary - self propelled), boring machine (truck or crane mounted), skimmer scoop operator, mucking machine operator, sideboom cats, locomotive operator (standard gage), drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract), mechanics and welders (field and plants)

GROUP 2 - A-Frame truck operator, articulated dump truck, hoisting engine (one drum), roller operator (wtih or without blades), boilers (1), distributor operator, fireman gig, tank car heater operator (combination boiler and booster), chip spreader, back filler operator, farm tractor (all attachments), multiple compactor, concrete mixer operator, skip loader, elevating grader operator, pavement breaker, self propelled hydra-hammer (or similar type), power shield, churn drill operator, concrete saws (self propelled), conveyor operator, float operator, form grader operator, screening and washing plant, siphons and jets, vibrating machine operator (not hand held), crusher operator, conveyer operator, paymill operator, maintenance operator, welding machine, compressor, pumps, self-propelled street broom or sweeper, stump cutting machine, straw blower

HOURLY PREMIUMS

FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP I RATE: Clamshells - 3 yd. capacity or over - crane or rigs 80 ft. of boom or over (including jib) - draglines, 3 yd. capacity or over - piledrivers 80 ft. of boom or over (including jib) -

shovels & backhoes, 3 yd. capacity or over.

ENGI0101G 04/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		

JEFFERSON COUNTY:

GROUP 1	15.40	5.67
GROUP 2	15.15	5.67
GROUP 3	14.90	5.67
GROUP 4	14.55	5.67
GROUP 4A	14.80	5.67

GROUP 1: Asphalt paver and spreader, Backhoe, Boring machine, Blades, all types, Clamshell, Concrete mixer paver operator, Concrete plant operator (automatic); Crane, Truck crane, Pitman crane, Hydro crane or any machine with power swing, Derrick or derrick trucks; Dragline operator, Dredge operator, Dozer, Ditching machine, Euclid loader, Hoist, 2 active drums, Loader, all types, Mechanic or welder, Mixermobile, Multi-unit scraper, Piledriver operator, Power shovel operator, Quad track, Scoop operator, all types, Sideboom cat, Cheery picker, Skimmer scoop operator, Push cat operators.

GROUP 2: Asphalt plant operator, Elevating grader operator.

GROUP 3: A-frame truck, Asphalt roller operator, Asphalt plant boiler fireman, Backfiller operator, Barber green loader, Boiler, other than asphalt, Bull float operator, Churn drill operator, Compressor operator (1), Concrete central plant operator, Concrete mixer operator, skip, Concrete pump operator, Crusher operator, Distributor operator, Finish machine operator, concrete, Fireman, other than asphalt, Flex plane operator, Fork lift, Form grader operator, Greaser, Hoist, 1 drum, Jeep ditching machine, Pavement Breaker, self-propelled (of the hydra hammer or similar type), pump operator, 4" or over, two, pump operator, other than Dredge screening and wash plant operator, Small machine operator, Spreader box operator, self-propelled, Tractor operator, over 50 h.p., Self-propelled roller operator, other than asphalt siphons and jets, Subgrading machine operator, Tank car heater operator, Combination booster and boilers, Towboat operator, Vibrating machine operator, not hand.

GROUP 4: Concrete gang saw, Self-propelled (con-cut), Conveyor operator, Harrow, disc. seeder, Oiler, Tractor operator, 50 h.p. or less without attachments.

GROUP 4A: Oiler, Motor crane.

HOURLY PREMIUMS: Following classifications shall receive (\$.25) above Group I rate: Clamshells - 3 yd. capacity or over, Crane or rigs, 80 ft. of boom or over (including jib), Draglines, 3 yd. capacity or over, Piledrivers 80 ft of boom or over (including jib), Shovels and backhoes, 3 yd. capacity or over.

ENGI9101A 04/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		

SHAWNEE COUNTIES:

GROUP 1	17.05	5.92
GROUP 2	16.80	5.92
GROUP 3	16.55	5.92
GROUP 4	16.20	5.92
GROUP 4A	16.45	5.92

GROUP 1: Asphalt paver and spreader, Backhoe, Boring machine, Blades, all types, Clamshell, Concrete mixer paver operator, Concrete plant operator (automatic); Crane, Truck crane, Pitman crane, Hydro crane or any machine with power swing, Derrick or derrick trucks; Dragline operator, Dredge operator, Dozer, Ditching machine, Euclid loader, Hoist, 2 active drums, Loader, all types, Mechanic or welder, Mixermobile, Multi-unit scraper, Piledriver operator, Power shovel operator, Quad track, Scoop operator, all types, Sideboom cat, Cheery picker, Skimmer scoop operator, Push cat operators.

GROUP 2: Asphalt plant operator, Elevating grader operator.

GROUP 3: A-frame truck, Asphalt roller operator, Asphalt plant boiler fireman, Backfiller operator, Barber green loader, Boiler, other than asphalt, Bull float operator, Churn drill operator, Compressor operator (1), Concrete central plant operator, Concrete mixer operator, skip, Concrete pump operator, Crusher operator, Distributor operator, Finish machine operator, concrete, Fireman, other than asphalt, Flex plane operator, Fork lift, Form grader operator, Greaser, Hoist, 1 drum, Jeep ditching machine, Pavement Breaker, self-propelled (of the hydra hammer or similar type), pump operator, 4" or over, two, pump operator, other than Dredge screening and wash plant operator, Small machine operator, Spreader box operator, self-propelled, Tractor operator, over 50 h.p., Self-propelled roller operator, other than asphalt siphons and jets, Subgrading machine operator, Tank car heater operator, Combination booster and boilers, Towboat operator, Vibrating machine operator, not hand.

GROUP 4: Concrete gang saw, Self-propelled (con-cut), Conveyor operator, Harrow, disc. seeder, Oiler, Tractor operator, 50 h.p. or less without attachments.

GROUP 4A: Oiler, Motor crane.

HOURLY PREMIUMS: Following classifications shall receive (\$.25) above Group I rate: Clamshells - 3 yd. capacity or over, Crane or rigs, 80 ft. of boom or over (including jib), Draglines, 3 yd. capacity or over, Piledrivers 80 ft of boom or over (including jib), Shovels and backhoes, 3 yd. capacity or over.

IRON0010B 04/01/2001

	Rates	Fringes
IRONWORKERS:		
LEAVENWORTH COUNTY	22.70	11.63

	Rates	Fringes
IRON0010E 04/01/2001		
IRONWORKERS:		
DOUGLAS, JEFFERSON, AND SHAWNEE COUNTIES	19.70	11.63

	Rates	Fringes
LABO0142B 04/01/2001		
LABORERS		
JEFFERSON COUNTY		
GROUP 1	11.80	4.15
GROUP 2	12.05	4.15
DOUGLAS AND SHAWNEE COUNTIES		
GROUP 1	12.20	4.15
GROUP 2	12.45	4.15

GROUP 1: Board mat weavers & cable tiers, georgia buggy (manually operated), mixerman-no skip lift, salamander tenders, track men, tractor swamper, truck dumper, wire mesh setter, water pump up to 4 inches, and all other general laborers including flagman.

GROUP 2: Air tool operators, cement handlers (bulk), chain saw, georgia buggy (mechanically operated), grademan, hot mastic kettleman, crusher feeder, joint man, jute man, mason tender, material batch hopper and scale man, mixer man, pier hole man (working 11 feet deep), pipelayer - drainage (concrete and/or corrugated metal), signal man (crane), truck dumper - dry batch, vibrator operator, wagon and churn drill operator, asphalt raker, barco tamper, concrete saw, creosote material - handling and applying, nozzle burner (cutting torch and burning bar), conduit pipe, water and gas distribution lines, tile and duct line setter, form setter and liner on concrete paving, powderman, sandblasting and gunite nozzleman, sanitary sewer pipe layer, steel plate structure erectors, screed man.

	Rates	Fringes
LABO1290I 02/01/1997		
DOUGLAS AND SHAWNEE COUNTIES		
ASBESTOS AND HAZARDOUS MATERIAL ABATEMENT WORKERS (Preparation, removal and encapsulation of hazardous materials from non- mechanical systems)	10.40	3.80

LABO1290L 02/01/1997

	Rates	Fringes
LEAVENWORTH COUNTY		
ASBESTOS AND HAZARDOUS MATERIAL ABATEMENT WORKERS (Preparation, removal and encapsulation of hazardous materials from non- mechanical systems)	11.40	4.15

LABO1290N 02/01/1997

	Rates	Fringes
JEFFERSON COUNTY		
ASBESTOS AND HAZARDOUS MATERIAL ABATEMENT WORKERS (Preparation, removal and encapsulation of hazardous materials from non- mechanical systems)	10.00	3.80

LABO1290W 04/01/2001

	Rates	Fringes
LABORERS		
LEAVENWORTH COUNTY		
GROUP 1	15.65	4.90
GROUP 2	15.90	4.90

GROUP 1: Board mat weavers & cable tiers, georgia buggy (manually operated), mixerman-no skip lift, salamander tenders, track men, tractor swamper, truck dumper, wire mesh setter, water pump up to 4 inches, and all other general laborers including flagman.

GROUP 2: Air tool operators, cement handlers (bulk), chain saw, georgia buggy (mechanically operated), grademan, hot mastic kettleman, crusher feeder, joint man, jute man, mason tender, material batch hopper and scale man, mixer man, pier hole man (working 11 feet deep), pipelayer - drainage (concrete and/or corrugated metal), signal man (crane), truck dumper - dry batch, vibrator operator, wagon and churn drill operator, asphalt raker, barco tamper, concrete saw, creosote material - handling and applying, nozzle burner (cutting torch and burning bar), conduit pipe, water and gas distribution lines, tile and duct line setter, form setter and liner on concrete paving, powderman, sandblasting and gunite nozzleman, sanitary sewer pipe layer, steel plate structure erectors, screed man.

PLAS0044C 04/01/1997

	Rates	Fringes
CEMENT MASONS:		

DOUGLAS & SHAWNEE COUNTIES	14.25	2.95
JEFFERSON COUNTY	13.65	2.95

PLAS0518C 04/01/2001		
	Rates	Fringes
LEAVENWORTH COUNTY:		
CEMENT MASONS	20.40	8.15

PLUM0165D 06/01/2001		
	Rates	Fringes
JEFFERSON AND SHAWNEE COUNTIES		
PLUMBERS	24.24	7.35

PLUM0533D 12/01/1999		
	Rates	Fringes
LEAVENWORTH COUNTY		
PIPEFITTERS	26.38	9.53

* PLUM0763C 08/01/2001		
	Rates	Fringes
DOUGLAS COUNTY		
PLUMBERS AND PIPEFITTERS:		
Industrial and Commercial Projects	24.63	6.80
Light Commercial Projects: (heating, cooling and plumbing on construction projects bid for \$50,000 or less, but does not include industrial, hospitals, colleges, and university projects)	21.19	6.80

TEAM0541F 04/01/2000		
	Rates	Fringes
LEAVENWORTH COUNTY:		
GROUP 1	21.66	6.50
GROUP 2	21.17	6.50
GROUP 3	20.69	6.50

TRUCK DRIVER CLASSIFICATIONS		
GROUP 1: Mechanics and welders, A-frame low boy - boom truck driver.		

GROUP 2: Material trucks, Tandem two teams, Semi-trailers, Winch trucks-fork trucks, Distributor drivers and operators, Agitator and transit mix, Tank wagon drivers, Single axle, Tank wagon drivers, Tandem or semi-trailer, Isley wagons, dump trucks, Excavator, 5 cu. yds., and over, Dumpsters, Half-tracks, Speedace, Euclids and other similar excavating equipment, One team, Station wagons, Pickup truck, Material trucks, single axle, Tank wagon drivers, single axle.

GROUP 3: Oilers and Greasers.

TEAM0541J 03/25/2000

	Rates	Fringes
TRUCK DRIVERS:		
Traffic Control Service Driver	14.15	2.44+a

a. PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

TEAM0696A 03/16/1997

	Rates	Fringes
DOUGLAS, JEFFERSON AND SHAWNEE COUNTIES		

TRUCK DRIVERS:

GROUP 1	10.60	2.95
GROUP 2	10.70	2.95
GROUP 3	10.85	2.95

GROUP 1: Pickups, Panel trucks, Station wagons, Flat beds, Dump and batch trucks, single axle

GROUP 2: Tandem trucks, Warehousemen or partsmen, Mechanic helpers and servicemen

GROUP 3: Lowboys, Semi-trailers, all Transit mixer truck (single or tandem Axle), A-frame and winch trucks when used as such, Euclid, end and bottom dump, Tournarockers, Atheys, Dumpsters and similar off-road equipment and mechanics on such equipment

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

GENERAL DECISION KS010012 11/16/01 KS12
General Decision Number KS010012

Superseded General Decision No. KS000012

State: Kansas

Construction Type:
HEAVY
HIGHWAY

County(ies):
JOHNSON MIAMI WYANDOTTE

HEAVY CONSTRUCTION PROJECTS

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/02/2001
1	03/09/2001
2	03/16/2001
3	03/30/2001
4	04/13/2001
5	05/11/2001
6	05/25/2001
7	06/01/2001
8	07/06/2001
9	08/10/2001
10	09/07/2001
11	11/16/2001

COUNTY(ies):
JOHNSON MIAMI WYANDOTTE

BOIL0083B	09/01/1999		
		Rates	Fringes
BOILERMAKERS		22.58	10.11

* BRKS0018B	04/01/2001		
		Rates	Fringes
BRICKLAYERS AND STONEMASONS		24.45	7.85

CARP0007S	04/01/2001		
		Rates	Fringes
HEAVY AND HIGHWAY CONSTRUCTION: CARPENTERS			
JOHNSON AND WYANDOTTE COUNTIES		25.50	6.88

CARP0007T	04/01/2001		
		Rates	Fringes
HEAVY AND HIGHWAY CONSTRUCTION: CARPENTERS			

MIAMI COUNTY	23.33	6.88

ELEC0053B 08/29/1999		
	Rates	Fringes
JOHNSON (EAST OF MONTICELLO, OLATHE, AND SPRING HILL TOWNSHIPS) AND WYANDOTTE COUNTIES		
LINE CONSTRUCTION:		
TELEPHONE AND TELEGRAPH WORK INCLUDING CATV WORK:		
CABLE SPLICERS; AIR PRESSURE TECHNICIANS; CENTRAL OFFICE EQUIPMENT MAN	17.23	28.75%+2.00
TELEPHONE LINEMAN AND INSTALLER REPAIRMAN; CATV TERMINATOR; EQUIPMENT OPERATOR (1/4 YD. BACKHOE AND LARGER AND D-4 CRAWLERS AND LARGER)	16.36	28.75%+2.00
EQUIPMENT OPERATOR (TRENCHERS AND ALL OTHER EQUIPMENT)	14.34	28.75%+2.00
GROUNDMAN - WINCH DRIVER	12.38	28.75%+2.00
GROUNDMAN	9.98	28.75%+2.00

ELEC0053D 09/01/2000		
	Rates	Fringes
JOHNSON COUNTY (EAST OF MONTICELLO, OLATHE, AND SPRING HILL TOWNSHIPS) AND WYANDOTTE COUNTIES		
LINE CONSTRUCTION:		
LINEMEN	27.80	28.75%+2.20
LINEMAN OPERATOR	25.97	28.75%+2.20
GROUNDMAN POWDERMAN	19.45	28.75%+2.20
GROUNDMAN	18.49	28.75%+2.20
RAILROAD AND CROSS COUNTRY TRANSMISSION LINES:		
LINEMAN	24.98	28.75%+2.20
LINEMAN OPERATOR	23.10	28.75%+2.20
GROUNDMAN, POWDERMAN	17.25	28.75%+2.20
GROUNDMAN	16.11	28.75%+2.20
POLE TREATING:		
POLE TREATING SPECIALIST	26.60	28.75%+2.20
POLE TREATING TRUCK DRIVER	17.25	28.75%+2.20
POLE TREATING GROUNDMAN	16.11	28.75%+2.20

ELEC0124E 08/27/2001		
	Rates	Fringes
ELECTRICIANS	28.78	10%+9.00

ELEC0304A 07/01/1998		
	Rates	Fringes

LINE CONSTRUCTION:

JOHNSON (Except that portion East of
Monticello, Olathe, and Spring Hill
Townships); MIAMI COUNTY

LINEMAN	22.76	23.75%+2.00
CABLE SPLICER	23.90	23.75%+2.00
POWDERMAN	18.71	23.75%+2.00
LINE TRUCK AND EQUIPMENT OPERATOR	18.71	23.75%+2.00
GROUNDMAN	13.63	23.75%+2.00
TRAFFIC SIGNAL TECHNICIAN	22.76	23.75%+2.00

ENGI0101I 04/01/2001

	Rates	Fringes
HEAVY AND HIGHWAY CONSTRUCTION POWER EQUIPMENT OPERATORS:		
GROUP 1	23.04	8.22
GROUP 2	22.00	8.22
GROUP 3:		
OILERS	17.53	8.22
OILERS DRIVER (ALL TYPES)	20.88	8.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP I - Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; concrete plant operator; la tourneau roter (all tiller types); concrete mixer paver; slip form paver operator (CMI, Rex, Gomeco or equal); finishing machine operator; auto grader or trimmer or sub-grader; side discharge spreader; concrete pump operator; back hoe; blade operator (all types); bulldozer operator; high loader - fork lift - skid loader (all types); quad track; scraper operators (all types); push cat; ditching machine; boilers - 2; booster pump on dredge; dredge engineman, dredge operator; tow boat operator; hoisting engineer (2 active drums); crane operator; derrick or derrick trucks; drag line operator; pile drive operator; pitman crane or boom truck (all types); shovel operator; truck crane; clamshell operator; drilling or boring machine (rotary - self propelled); boring machine (truck or crane mounted); skimmer scoop operator; mucking machine operator; sideboom cats; locomotive operator (standard gage); drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); mechanics and welders (field and plants); wood and log chippers (all types); greaser

GROUP 2 - A-Frame truck operator, articulated dump truck; hoisting engine (one drum); roller operator (with or without blades); boilers (1); distributor operator; fireman rig; tank car heater operator (combination boiler and booster); chip spreader; back filler operator; farm tractor (all attachments); multiple compactor; concrete mixer operator, skip loader; elevating grader operator; pavement breaker, self-propelled hydra-hammer (or similar type); power shield; churn drill operator; concrete saws (self propelled); conveyor operator; float operator; form

grader operator; screening and washing plant; siphons and jets;
vibrating machine operator (not hand held); crusher operator;
conveyor operator; paymill operator; maintenance operator;
welding machine; compressor, pumps; self-propelled street broom
or sweeper; stump cutting machine; straw blower.

FOOTNOTE:

HOURLY PREMIUMS

FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP
I RATE: Clamshells - 3 yd. capacity or over - crane or rigs,
80 ft. of boom or over (including jib) - draglines, 3 yd.
capacity or over - piledrivers 80 ft. of boom or over (in-
cluding jib) - shovels & backhoes, 3 yd. capacity or over.

IRON0010C 04/01/2001		
	Rates	Fringes
IRONWORKERS:		
HEAVY AND HIGHWAY CONSTRUCTION		
JOHNSON, WYANDOTTE COUNTIES	22.70	11.63
MIAMI COUNTY (Only to include major bridge crossings over a body of water, power plants, new major dam or lock projects, major missile site alterations and new television tower projects	22.70	11.63
MIAMI COUNTY (All other work)	19.70	11.63

LABO1290F 04/01/2001		
	Rates	Fringes
HEAVY AND HIGHWAY CONSTRUCTION		
MIAMI COUNTY		
LABORERS		
GROUP 1	20.59	6.74
GROUP 2	21.64	6.74

LABORER CLASSIFICATIONS

GROUP 1: Board mat weavers & cable tiers, georgia buggy
(manually operated), mixerman-no skip lift, salamander tenders,
track men, tractor swamper, truck dumper, wire mesh setters,
water pump up to 4 inches, and all other general laborers
including flagman

GROUP 2: Air tool operators, cement handlers (bulk), chain saw,
georgia buggy (mechanically operated), grademan, hot mastic
kettleman, crusher feeder, joint man, jute man, mason tender,
Material batch hopper and scale man, mixer man, pier hole man
(working 11 feet deep), pipelayer - drainage (concrete and/or
corrugated metal), signal man (crane), yruck dumper - dry batch,

vibrator operator, wagon and churn drill operator, asphalt raker, barco tamper, concrete saw, creosote material - handling and applying, nozzle burner (cutting torch and burning bar), conduit pipe, water and gas distribution lines, tile and duct line setter, form setter and liner on concrete paving, powderman, sandblasting, and gunite nozzleman, sanitary sewer pipe layer, steel plate structure erectors, screed man.

LABO1290G 04/01/2001

	Rates	Fringes
HEAVY AND HIGHWAY CONSTRUCTION		
JOHNSON AND WYANDOTTE COUNTIES		

LABORERS:

GROUP 1	20.59	6.74
GROUP 2	21.64	6.74

LABORERS CLASSIFICATIONS

GROUP 1: General laborer - carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors; track men and all other general laborers; air tool operator; cement handler (bulk or sack); chain or concrete saw; deck hands; dump man on earth fill; grade checkers on cuts and fills; georgia buggies man; material batch hopper man, scale man; material mixer man (except on manholes; coffer dams; abutments and pier hole men working below ground); riprap pavers rock, block or brick; signal man; scaffolds over 10 ft. not self-supported from ground up; skipman on concrete paving; vibrator man; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; puddlers (paving only); crusher feeder; men handling creosote ties on creosote materials; men working with and handling exposy material or materials (where special protection is required); topper of standing trees; batter board man on pipe and ditch work; fedder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; all laborers working on underground tunnels where compressed air is not used.

GROUP 2: Skilled laborers - spreader or screed man on asphalt machine; asphalt raker; laser beam man; barco tamper; jackson or any other similar tamp; wagon driller, churn drills, air track, drills and all other similar drills; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters and etc.; hot mastic kettelman; hot tar applicator; hand blade operators; mortar men on brick or block manholes; sandblasting and gunnite nozzle men; rubbing concrete; air tool operator in tunnels; head pipe layer on sewer work; manhole builder (brick or block); dynamite and powder men; welder.

LABO1290M 05/30/2001

	Rates	Fringes
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MIAMI COUNTY

ASBESTOS AND HAZARDOUS MATERIAL
ABATEMENT WORKERS (Preparation,
removal and encapsulation of
hazardous materials from non-
mechanical systems)

18.20 6.83

LAB01290V 04/01/1997

Rates

Fringes

JOHNSON & WYANDOTTE COUNTIES:

ASBESTOS AND HAZARDOUS MATERIAL
ABATEMENT WORKERS (Preparation,
removal and encapsulation of
hazardous materials from non-
mechanical systems)

16.55 5.10

PAIN0003B 04/01/2001

Rates

Fringes

PAINTERS:

Brush & roller	23.10	6.48
Spray	24.10	6.48
Paperhangers	23.60	6.48
Storage bin and tanks, elevated takns, stageman, beltman, bridge- man, steelman; elevator shaft	23.85	6.48
Spray storage bin and tanks; Spray elevated tanks; Stageman - spray;		
Bridge - spray; Steelman - spray	23.85	6.48
Sandblast - base	23.85	6.48
Sandblast: bridge, stage, erected steel, and storage bin and tank	24.60	6.48
Stepplejack	27.79	6.48
Stepplejack - spray or sandblast	28.79	6.48

PLAS0518L 04/01/2001

Rates

Fringes

HEAVY AND HIGHWAY CONSTRUCTION

JOHNSON AND WYANDOTTE COUNTIES

CEMENT MASONS 20.40 8.15

PLUM0008E 06/01/2001

Rates

Fringes

PLUMBERS:

Johnson and Wyandotte	30.39	7.66
Miami	27.95	7.66

PLUM0533B 12/01/1999

Rates

Fringes

PIPEFITTERS	26.38	9.53
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* SFKS0669A 04/01/2001

	Rates	Fringes
SPRINKLER FITTERS	25.61	7.00

SHEE0002F 07/01/2001

	Rates	Fringes
SHEET METAL WORKERS	30.54	8.65

TEAM0541E 04/01/2001

	Rates	Fringes
HEAVY AND HIGHWAY CONSTRUCTION		
TRUCK DRIVERS		
GROUP 1	22.81	6.50
GROUP 2	22.32	6.50
GROUP 3	21.84	6.50

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Mechanics and welders-field; A-frame low boy - boom truck driver.

GROUP 2: Articulated dump truck; insley wagons: dump trucks, excavating, 5 cu. yds. and over, dumpsters, half-tracks, speedace, euclids and similar excavating equipment material trucks; tandem two teams; semi-trailers, winch trucks-fork trucks; distributor drivers and operators; agitator and transit mix; tank wagon drivers, tandem or semi.; one team; station wagons; pickup truck; material trucks, single axle; tank wagon drivers, single axle

GROUP 3: Oilers, greasers-field

TEAM0541J 03/25/2000

	Rates	Fringes
TRUCK DRIVERS:		
Traffic Control Service Driver	14.15	2.44+a

a. PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

GENERAL DECISION KS000064 03/02/01 KS64
General Decision Number KS010064

Superseded General Decision No. KS000064

State: Kansas

Construction Type:
HEAVY

County(ies):

ANDERSON	ELK	MORRIS
ATCHISON	FRANKLIN	NEMAHA
BROWN	GREENWOOD	OSAGE
CHASE	HARPER	OTTAWA
CHAUTAUQUA	JACKSON	POTTAWATOMIE
CLAY	KINGMAN	RENO
CLOUD	LINN	REPUBLIC
COFFEY	LYON	SALINE
COWLEY	MARION	SUMNER
DICKINSON	MARSHALL	WABAUNSEE
DONIPHAN	MCPHERSON	WASHINGTON

HEAVY CONSTRUCTION PROJECTS (does not include Sewer & Water Line
Construction Projects)

Modification Number	Publication Date
0	03/02/2001

COUNTY(ies):

ANDERSON	ELK	MORRIS
ATCHISON	FRANKLIN	NEMAHA
BROWN	GREENWOOD	OSAGE
CHASE	HARPER	OTTAWA
CHAUTAUQUA	JACKSON	POTTAWATOMIE
CLAY	KINGMAN	RENO
CLOUD	LINN	REPUBLIC
COFFEY	LYON	SALINE
COWLEY	MARION	SUMNER
DICKINSON	MARSHALL	WABAUNSEE
DONIPHAN	MCPHERSON	WASHINGTON

SUKS2009A 05/12/1994

	Rates	Fringes
AIR TOOL OPERATOR (OVER 65LBS)	6.75	
ASPHALT PAVER SCREED OPERATOR	8.50	
ASPHALT PAVING MACHINE OPERATOR	9.18	
ASPHALT PLANT OPERATOR	9.50	
ASPHALT RAKER	7.33	
AUTOGRADER OPERATOR	10.70	
BACKHOE OPERATOR	8.85	
BATCHING PLANT SCALEMAN	6.75	
BLOWING MECHANISM OR MULCH SEEDER OPERATOR	6.67	
BULLDOZER OPERATOR (PUSH CAT)	8.73	
CARPENTER	9.35	
CARPENTER (ROUGH)	8.50	

CONCRETE CENTRAL MIX PLANT	9.50
CONCRETE FINISHER	10.21
CONCRETE FINISHER MACHINE OPERATOR	9.42
CONCRETE SAW OPERATOR	7.99
CRANE OR ANY MACHINE POWER SWING	10.00
CRUSHER AND SCREENING PLANT OPERATOR	10.35
DISTRIBUTOR OPERATOR	8.11
DRILLING RIG OPERATOR	8.13
ELECTRICIAN	13.00
EXCAVATOR OPERATOR	10.00
FORM LINE AND SETTER	7.40
FRONT END LOADED OPERATOR	9.17
GROUNDMAN	6.75
LABORER (CONSTRUCTION)	6.75
MATERIAL TRANSFER VEHICLE OPERATOR	7.93
MECHANIC	10.50
MIXER, CONCRETE PORTABLE	8.63
MOTOR, GRADER OPERATOR (FINISH)	9.40
MOTOR, GRADER OPERATOR (ROUGH)	8.60
MOTOR, SCRAPER OPERATOR	8.05
PAINTERS (STRUCTURAL STEEL & BRIDGE)	10.60
PAVEMENT BREAKER	
TAMPER OPERATOR (SELF-PROPELLED)	9.00
PAVING EQUIPMENT OPERATOR	9.55
POST DRIVER AND/OR AUGER OPERATOR	8.64
REINFORCING STEEL SETTER	8.42
ROLLER/COMPACTOR OPERATOR	
(SELF-PROPELLED)	8.47
ROTARY BROOM OPERATOR	7.25
ROTOR MILL OPERATOR	8.58
SANDBLASTER (STRUCTURAL	
STEEL & BRIDGE)	8.00
SERVICEMAN (EQUIPMENT)	9.15
SHOULDER MACHINE OPERATOR	8.45
SPREADER BOX OPERATOR (SELF-PROPELLED)	9.22
SKIDSTEER LOADER OPERATOR	7.65
STEEL WORKER (STRUCTURAL)	8.42
TRACTOR OPERATOR (80 HP OR LESS)	7.11
TRACTOR OPERATOR (80 HP OR MORE)	7.56
TRUCK DRIVER (SINGLE AXLE)	7.50
TRUCK DRIVER (TANDEM AXLE)	7.52
TRUCK DRIVER (TRIPLE AXLE AND SEMI)	8.28
WELDER	8.79

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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U.S. Department of Labor
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Washington, D. C. 20210

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Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

GENERAL DECISION MO010001 12/28/01 MO1
General Decision Number MO010001

Superseded General Decision No. MO000001

State: Missouri

Construction Type:
HEAVY
HIGHWAY

County(ies):
STATEWIDE

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/02/2001
1	03/09/2001
2	04/13/2001
3	05/04/2001
4	05/11/2001
5	06/01/2001
6	06/15/2001
7	07/06/2001
8	07/20/2001
9	07/27/2001
10	09/07/2001
11	10/05/2001
12	11/16/2001
13	12/28/2001

COUNTY(ies):
STATEWIDE

CARP0007M 04/01/1999		
	Rates	Fringes
CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES		
CARPENTERS & PILEDRIVERS	22.95	5.95

CARP0008C 05/01/1999		
	Rates	Fringes
ST. LOUIS COUNTY AND CITY		
CARPENTERS	26.49	5.69

CARP0011A 05/01/2000		
	Rates	Fringes
CARPENTERS & PILEDRIVERS:		
JEFFERSON AND ST. CHARLES COUNTIES	26.29	5.40
FRANKLIN COUNTY	23.78	5.40
WARREN COUNTY	23.78	5.40

LINCOLN COUNTY	23.39	5.40
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES	22.44	5.40
BUCHANAN, CASS, CLINTON, JOHNSON AND LAFAYETTE COUNTIES	21.88	5.76
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES	21.23	5.76
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES	20.88	5.76
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON, AND TEXAS COUNTIES	21.73	5.40
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES	21.88	5.40
BOONE, COOPER, AND HOWARD COUNTIES	20.48	4.80
BENTON, MORGAN AND PETTIS COUNTIES	19.18	4.80
CALLAWAY, COLE, MILLER, MONITEAU, AND OSAGE COUNTIES	20.48	4.80
ADAIR, KNOX, PUTNAM, SCHUYLER, AND SULLIVAN COUNTIES	20.48	4.80
CHARITON, LINN, MACON, MONROE, RANDOLPH, AND SHELBY COUNTIES	20.48	4.80
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES	22.46	4.72
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES	21.54	4.72

ELEC0001B 06/01/2000

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN, IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD, WARREN, WASHINGTON AND WAYNE COUNTIES		

ELECTRICIANS	26.65	14.21
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ELEC0002D 09/02/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE, HOWARD,		

HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN, MACON,
 MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY, MORGAN,
 OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS,
 RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST.
 LOUIS (City and County), STE. GENEVIEVE, SCHUYLER, SCOTLAND,
 SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND WASHINGTON
 COUNTIES.

LINE CONSTRUCTION:

Lineman & Cable Splicer	27.48	42% + 2.10
Groundman Equipment Operator	24.60	42% + 2.10
Groundman Winch Driver	20.22	42% + 2.10
Groundman, Groundman Driver	19.47	42% + 2.10

ELEC0053F 08/27/2000

	Rates	Fringes
BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY, AND SALINE COUNTIES.		

LINE CONSTRUCTION:

Lineman	27.80	9.99
Lineman Operator	25.97	9.46
Groundman Powderman	19.45	7.59
Groundman	18.49	7.31

ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR,
 CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DE KALB, DOUGLAS,
 GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE,
 LAWRENCE, LIVINGSTON, McDONALD, MERCER, NEWTON, NODAWAY, OZARK,
 POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH, AND
 WRIGHT COUNTIES.

LINE CONSTRUCTION:

Lineman	26.75	9.69
Lineman Operator	25.41	9.30
Groundman Powderman	18.69	7.37
Groundman	17.30	6.98

ELEC0095C 06/01/2001

	Rates	Fringes
BARRY, BARTON, CEDAR, CRAWFORD, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES		

ELECTRICIANS:

Electricians	20.51	5.68
Cable Splicers	20.86	5.68

ELEC0124I 08/27/2001

	Rates	Fringes
BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES:		

ELECTRICIANS	28.78	11.87
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ELEC0257C 03/01/1999

	Rates	Fringes
AUDRAIN (Except, Cuivre Township), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES:		

Electricians	20.95	8.88
Cable Splicers	21.95	8.88

ELEC0350B 12/01/2000

	Rates	Fringes
ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES		

ELECTRICIANS	24.06	7.44
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ELEC0453D 09/01/2000

	Rates	Fringes
CHRISTIAN, DALLAS, DOUGLAS, GREENE, HICKORY, OREGON, OZARK, SHANNON, TEXAS, WEBSTER AND WRIGHT COUNTIES		

ELECTRICIANS	20.60	4.37+10%
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PULASKI COUNTY

ELECTRICIANS	21.64	4.37+10%
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HOWELL, LACLEDE, POLK, STONE AND TANEY COUNTIES

ELECTRICIANS	14.20	3.97+10%
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* ELEC0545D 12/01/2001

	Rates	Fringes
ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES		

ELECTRICIANS	25.78	8.56
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ELEC0702D 09/04/1995

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES		

LINE CONSTRUCTION:		
Lineman	25.50	17%+2.00
Groundman Equipment Operator (all crawler type equipment D-4 and larger)	21.87	17%+2.00

Groundman - Class A

15.45

17%+2.00

ENGI0016A 05/01/2001

Rates

Fringes

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS,
GREENE, JASPER, LAWRENCE, HICKORY, LACLEDE, MCDONALD, NEWTON,
OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND
WRIGHT COUNTIES

POWER EQUIPMENT OPERATORS

GROUP 1	20.12	5.95
GROUP 2	19.77	5.95
GROUP 3	19.57	5.95
GROUP 4	17.52	5.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader;
asphalt plant console operator; autograder; automatic slipform
paver; backhoe; blade operator - all types; boat operator -

tow; boilers-2; central mix concrete plant operator; clamshell
operator; concrete mixer paver; crane operator; derrick or
derrick trucks; ditching machine; dozer operator; dragline
operator; dredge booster pump; dredge engineman; dredge operator;
drill cat with compressor mounted on cat; drilling or boring
machine rotary self-propelled; highloader; hoisting engine - 2
active drums; launch hammer wheel; locomotive operator; -
standard gauge; mechanic and welders; mucking machine; off-road
trucks; piledriver operator; pitman crane operator; push cat
operator; quad trac; scoop operator - all types; shovel operator;
sideboom cats; skimmer scoop operators; trenching machine
operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman
(drum or boiler); asphalt plant man; asphalt plant man; asphalt
plant mixer operator; asphalt roller operator; backfiller
operator; barber-greene loader; boat operator (bridges and dams);
chip spreader; concrete mixer operator - skip loader; concrete
plant operator; concrete pump operator; crusher operator; dredge
oiler; elevating grader operator; fork lift; greaser-fleet;
hoisting engine - 1; locomotive operator - narrow gauge; multiple
compactor; pavement breaker; powerbroom - self-propelled; power
shield; roter; side discharge concrete spreader; slip form
finishing machine; stumpcutter machine; throttle man; tractor
operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill
operator; clef plane operator; concrete saw operator (self-
propelled); curb finishing machine; distributor operator;
finishing machine operator; flex plane operator; float operator;
form grader operator; pugmill operator; roller operator, other
than high type asphalt; screening & washing plant operator;
siphons & jets; sub-grading machine operator; spreader box
operator, self-propelled (not asphalt); tank car heater operator
(combination boiler & booster); tractor operator (50 h.p. or

less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate: Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP 1 rate: Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate: Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0101A 05/01/2001

Rates Fringes
BUCHANAN, CASS (Except that part of the geographic boundaries of the Richard-Gebaur Air Force Base), CLINTON AND LAFAYETTE COUNTIES

POWER EQUIPMENT OPERATORS

GROUP 1	21.70	8.15
GROUP 2	21.30	8.15
GROUP 3	19.30	8.15

ANDREW, ATCHISON, BATES, BENTON, CALDWELL, CARROLL, CHARITON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LINN, LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH COUNTIES

POWER EQUIPMENT OPERATORS

GROUP 1	21.70	8.15
GROUP 2	21.30	8.15
GROUP 3	19.30	8.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator

(standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller

operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: Oiler; oiler driver; mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE
GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE
GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE
GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

ENGI0101E 04/01/2001

	Rates	Fringes
CASS (Richards-Gebaur Air Force Base ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES		

POWER EQUIPMENT OPERATORS:

GROUP 1	23.04	8.22
GROUP 2	22.00	8.22
GROUP 3	17.53	8.22
GROUP 4	20.88	8.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2;

booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat;

quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau roter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS

FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE: Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over; Piledrivers 80 ft. of boom or over (including jib); Shovels & backhoes, 3 yd. capacity or over.

ENGI0513D 05/07/2001

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

POWER EQUIPMENT OPERATORS:

GROUP 1	24.32	11.63
GROUP 2	23.02	11.63
GROUP 3	20.02	11.63
GROUP 4	22.57	11.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock

socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum

regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside);

Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00; Certified Crane Operator - \$1.50; Certified Hazardous Material Operator \$1.50; Crane, climbing (such as Linden) - \$.50; Crane, Pile Driving and Extracting - \$.50 Crane with boom (including job) over 100 ft from pin to pin - add \$.01 per foot to maximum of \$4.00; Crane, using rock socket tool - \$.50; Derrick, diesel, gas or electric hoisting material and erecting steel (150 ft or more above ground) - \$.50; Dragline, 7 cu yds and over - \$.50; Hoist, Three or more drums in use - \$.50; Scoop, Tandem - \$.50; Shovel, Power - 7 cu yds and over - \$.50; Tractor, Tandem Crawler - \$.50; Tunnel, man assigned to work in tunnel or tunnel shaft - \$.50; Wrecking, when machines are working on second floor or higher - \$.50

ENGI0513G 05/01/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES		

POWER EQUIPMENT OPERATORS

GROUP 1	20.75	11.61
GROUP 2	20.40	11.61
GROUP 3	20.20	11.61
GROUP 4	16.55	11.61

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform

paver; back hoe; blade operator - all types; boat operator tow;
boiler two; central mix concrete plant operator; clam shell
operator; concrete mixer paver; crane operator; derrick or
derrick trucks; ditching machine; dozer operator; dragline
operator; dredge booster pump; dredge engineman; dredge operator;
drill cat with compressor mounted on cat; drilling or boring
machine rotary self-propelled; highloader; hoisting engine 2
active drums; launchhammer wheel; locomotive operator standrad
guage; mechanics and welders; mucking machine; piledriver
operator; pitman crane operator; push cat operator; quad-trac;
scoop operator; sideboom cats; skimmer scoop operator; trenching
machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator

asphalt plant fireman (drum or boiler); asphalt plant man;
asphalt plant mixer operator; backfiller operator; barber-greene
loader; boat operator (bridge & dams); chip spreader; concrete
mixer operator skip loader; concrete plant operator; concrete
pump operator; dredge oiler; elevating graded operator; fork
lift; grease fleet; hoisting engine one; locomotive operator
narrow guage; multiple compactor; pavement breaker; powerbroom
self-propelled; power shield; rooter; slip-form finishing
machine; stumpcutter machine; side discharge concrete spreader;
throttleman; tractor operator (over 50 hp); winch truck; asphalt
roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt;
tractor operator (50 h.p. or less); boilers one; chip spreader
(front man); churn drill operator; compressor over 105 CFM 2-3
pumps 4" & over; 2-3 light plant 7.5 KWA or any combination
thereof; clef plane operator; compressor maintenance operator 2
or 3; concrete saw operator (self-propelled); curb finishing
mancine; distributor operator; finishing machine operator; flex
plane operator; float operator; form grader operator; pugmill
operator; riller operator other than high type asphalt; screening
& washing plant operator; siphons & jets; subgrading machine
operator; tank car heater (combination boiler & booster); ulmac,
ulric or similar spreader; vibrating machine operator;
hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105
CFM one; conveyor operator one; maintenance operator; pump 4" &
over one.

FOOTNOTE:

HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under without oiler - \$2.00
Certified Crane Operator - \$1.50; Certified Hazardous Material
Operator \$1.50; Crane, climbing (such as Linden) - \$0.50;
Crane, pile driving and extracting - \$0.50; Crane, with boom
(including jib) over 100' from pin to pin add \$0.01 per foot
to maximum of \$4.00; Crane, using rock socket tool - \$0.50;
Derrick, diesel, gas or electric, hoisting material and
erecting steel (150' or more above the ground) - \$0.50;
Dragline, 7 cu. yds, and over - \$0.50; Hoist, three or more
drums in use - \$0.50; Scoop, Tandem - \$0.50; Shovel, power -

7 cu. yds. or more - \$0.50; Tractor, tandem crawler - \$0.50;
Tunnel, man assigned to work in tunnel or tunnel shaft -
\$0.50; Wrecking, when machine is working on second floor or
higher - \$0.50;

ENGI0513H 05/02/2001

	Rates	Fringes
ST. LOUIS CITY AND COUNTY		
POWER EQUIPMENT OPERATORS:		
GROUP 1	24.32	11.63
GROUP 2	24.32	11.63
GROUP 3	22.42	11.63
GROUP 4	19.42	11.63
GROUP 5	18.96	11.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane, crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric, or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atehy force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull-float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift; greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site;

pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete

distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

GROUP 5: Oiler on dredge and on truck crane.

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on	

second floor or higher .50

IRON0010M 04/01/2001

	Rates	Fringes
BUCHANAN, CASS, CLAY, JACKSON, JOHNSON, LAFAYETTE, PLATTE AND RAY Counties		

IRONWORKERS	22.70	11.63
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ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN,

CARROLL, CEDER CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDOLPH, ST. CLAIR, SALINE, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties; and portions of ADAIR, BOONE, MACON, MILLER, and RANDOLPH Counties

IRONWORKERS	19.70	11.63
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IRON0321C 12/31/2000

	Rates	Fringes
DOUGLAS, HOWELL and OZARK COUNTIES		

IRONWORKERS	16.68	7.23
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IRON0396D 08/01/2001

	Rates	Fringes
ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON, FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties		

IRONWORKERS	25.34	11.42
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IRON0396I 08/01/2001

	Rates	Fringes
AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS, and WRIGHT Counties; and portions of CAMDEN, DOUGLAS, HOWELL, MILLER, OREGON, BOONE, SHANNON, LACLEDE, MONROE, and RALLS Counties		

IRONWORKERS	20.56	11.29
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IRON0577F 06/01/2001

	Rates	Fringes
ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES		

IRONWORKERS	19.85	9.06
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IRON0584E 06/01/2001		
	Rates	Fringes
BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties		
IRONWORKERS	18.20	7.87

IRON0782D 05/01/2001		
	Rates	Fringes
CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD		
Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties		
IRONWORKERS:		
All Major River Work		
(Dams, Bridges):		
Projects \$20 million		
or more	20.65	9.88
All Other Work	19.55	9.11

LABO0042C 03/05/2001		
	Rates	Fringes
ST. LOUIS (City and County)		
LABORERS:		
Plumber Laborers	22.75	6.65

LABO0042H 03/07/2001		
	Rates	Fringes
ST. LOUIS (City and County)		
LABORERS:		
Laborers, Flagperson	22.61	6.65
Wrecking	22.49	6.65
Dynamiter, Powderman	23.11	6.65

LABO0424B 05/01/2001		
	Rates	Fringes
FRANKLIN COUNTY		
LABORERS		
GROUP 1	21.20	6.10
GROUP 2	21.80	6.10
JEFFERSON COUNTY		
LABORERS		
GROUP 1	21.25	6.10
GROUP 2	21.85	6.10
ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE		

GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWARD, HOWELL, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WASHINGTON, AND WAYNE COUNTIES

LABORERS

GROUP 1	19.75	6.10
GROUP 2	20.35	6.10

LINCOLN, MONTGOMERY AND WARREN COUNTIES

LABORERS

GROUP 1	20.00	6.10
GROUP 2	20.60	6.10

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topser of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade

checker; strigline man on electronic grade control; manhole
 builder; dynamite man; powder man; welder; tunnel man;
 waterblaster - 1000 psi or over; asbestos and/or hazardous waste
 removal and/or disposal

LABO0579F 05/01/2001

	Rates	Fringes
BUCHANAN, CASS AND LAFAYETTE COUNTIES		

LABORERS

GROUP 1	18.04	6.29
GROUP 2	18.39	6.29

ANDREW, ATCHISON, BARRY, BARTON, BATES, BENTON, CALDWELL, CAMDEN,
 CARROLL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS,
 DEKALB, DOUGLAS, GREENE, GENTRY, GRUNDY, HARRISON, HENRY,
 HICKORY, HOLT, JASPER, JOHNSON, LACLEDE, LAWRENCE, LIVINGSTON,
 MCDONALD, MERCER, MORGAN, NEWTON, NODAWAY, OZARK, PETTIS, POLK,
 ST. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER, WORTH AND
 WRIGHT COUNTIES.

LABORERS

GROUP 1	16.69	6.04
GROUP 2	17.24	6.04

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander
 tenders; loading trucks under bins; hoppers & conveyors; track
 men & all other general laborers; air tool operator; cement
 handler-bulk or sack; dump man on earth fill; georgie buggy man;
 material batch hopper man; material mixer man (except on
 manholes); coffer dams; riprap pavers - rock, block or brick;
 signal man; scaffolds over ten feet not self-supported from
 ground up; skipman on concrete paving; wire mesh setters on
 concrete paving; all work in connection with sewer, water, gas,
 gasoline, oil drainage pipe, conduit pipe, tile and duct lines
 and all other pipe lines; power tool operator, all work in
 connection with hydraulic or general dredging operations;
 puddlers (paving only); straw blower nozzle man; asphalt plant
 platform man; chuck tender; crusher feeder; men handling creosote
 ties or creosote materials; men working with and handling epoxy
 material or materials (where special protection is required);
 rubbing concrete; topser of standing trees; batter board man on
 pipe and ditch work; feeder man on wood pulverizers; board and
 willow mat weavers and cable tiers on river work; deck hands;
 pile dike and revetment work; all laborers working on underground
 tunnels less than 25 feet where compressed air is not
 used; abutment and pier hole men working six (6) feet or more
 below ground; men working in coffer dams for bridge piers and
 footings in the river; ditchliners; pressure groutmen; caulker;
 chain or concrete saw; cliffscalers working from scaffolds,
 bosuns' chairs or platforms on dams or power plants over (10)
 feet above ground; mortarmen on brick or block manholes; toxic
 and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting

and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0660H 03/07/2001

	Rates	Fringes
ST. CHARLES COUNTY		
LABORERS:		
GROUP 1	21.77	6.17
GROUP 2	21.77	6.17

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; carpenter tender; salamander tender; dump man; ticket takers; flagman; loading trucks under bins, hoppers, and conveyors; track men; cement handler; dump man on earth fill; Georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap paver - rock, block, or brick; signal man; scaffolds over 10 ft not self-supported from ground up; skipman on concrete paving; wire mech setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizer; board and w llow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft where compressed air is not used; abutment and pier hole men working 6 ft or more below ground; men working in coffer dams for bridge piers and footings in the river; Barco tamper, Jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditchliners; hot mastic kettleman; hot tar applicator; hand blade operators; mortar men on brick or block manholes; rubbing concrete; air tool operator under 65 pounds; caulker and lead man; chain saw under 15 hp; guard rail and sign erectors

GROUP 2: Vibrator man; asphalt raker; hand pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from Bosun's chairs, scaffolds or platforms on dams or power plants over 10 ft high; air tool operator over 65 pounds; stringline man on concrete paving etc.; sand blast man; laser

beam man; wagon drill; churn drill; air track drill and all other similar type drills; gunnite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 hp and over; grade checker; stringline man on electronic grade control; manhole

builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi and over; asbestos and/or hazardous waste removal and or disposal;

LABO0663D 04/01/2001

Rates Fringes
CASS (Richards-Gebaur Air Force Base ONLY) CLAY, JACKSON, PLATTE, AND RAY COUNTIES

LABORERS:

GROUP 1	20.59	6.74
GROUP 2	21.64	6.74

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), toppler of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon drill, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade

operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

PAIN0002B 09/01/2001

	Rates	Fringes
CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES		

PAINTERS:

Brush	23.93	7.35
Spray	25.93	7.35

PAIN0002G 04/17/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.		

PAINTERS:

Brush, Roller, Paperhanger, Tapers	16.94	6.31
Tapers using Ames or comparable tools (bazooks, etc.)	17.19	6.31
Spray; Water Base Epoxy; Stage Under 50 ft.; Structural Steel (except for stairs and railings)	17.44	6.31
Sandblasting; Epoxy or Any Two Part Coating; Stage or Other Aerial Work Platforms Over 50 ft. high; Lead Abatement	17.94	6.31
Bridges, Dams, Locks or Powerhouses	18.94	6.31

PAIN0003D 04/01/2000

	Rates	Fringes
BATES, BENTON, CALDWELL, CARROLL, CASS, CLAY, CLINTON, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, JACKSON, JOHNSON, LAFAYETTE, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES		

PAINTERS:

Brush & Roller; Taper	22.10	6.01
Bazooka; Paperhanger	22.60	6.01
Storage Bin & Tanks (Roller or Brush); Elevated Tanks (Roller or Brush); Stageman; Beltman; Bridgeman; Steelman; Sand Blast (Base); Elevator Shaft	22.85	6.01

Lead Abatement; Sprayman	23.10	6.01
Sandblast (Bridge, Stage, Erected		
Steel and Storage Bin and Tanks)	23.60	6.01

Sprayman (Storage Bin & Tanks,		
Elevated Tanks); Stageman (Spray);		
Bridgeman (Spray); Steelman		
(Spray)	23.85	6.01
Steeplejack (other than Elevated		
Tanks)	26.79	6.01
Steeplejack -Spray or Sandblast		
(other than Elevated Tanks)	27.79	6.01

PAIN0098B 05/01/2000

	Rates	Fringes
ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &		
WORTH COUNTIES		

PAINTERS:

Brush & Roller	20.50	4.40
Sandblasters	21.50	4.40
Steeple Jack	23.50	4.40

PAIN0203B 04/01/1999

	Rates	Fringes
BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,		
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK,		
ST. CLAIR, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES		

PAINTERS:

Sandblasters & Highman (over		
40')	17.68	3.23
Painters	17.38	3.23
Tapers	16.47	3.21

PAIN1265C 07/01/2001

	Rates	Fringes
CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI		
AND TEXAS COUNTIES		

PAINTERS:

Brush and Roller, Spray	17.54	7.37
Structural Steel,		
Sandblasting and all Tank		
Work	18.79	7.37
Lead Abatement	19.79	7.37

PAIN1292B 07/01/2001

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI,		
NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT,		
SHANNON, STODDARD and WAYNE COUNTIES		

PAINTERS:

Commercial	15.44	5.97
Industrial	17.94	5.97
Bridges, Stacks & Tanks	22.89	5.97
Taper (Tools)	15.69	5.97
Spray & Abrasive Blasting	17.44	5.97
Waterblasting	17.44	5.97

Height Rates (All Areas): Over 60 ft. \$0.50 per hour.

Under 60 ft. \$0.25 per hour.

PAIN1292F 07/01/2001

	Rates	Fringes
IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES		

PAINTERS:

Commercial	17.54	5.97
Industrial	18.54	5.97
Tapers (Tools)	17.79	5.97
Bridges, Stacks & Tanks	22.89	5.97
Spray & Abrasive Blasting	19.54	5.97
Waterblasting	19.54	5.97
Lead Abatement	18.29	5.97

Height Rates (All Areas): Over 60 ft. \$0.50 per hour

Under 60 ft. \$0.25 per hour.

PLAS0518F 04/01/2001

	Rates	Fringes
BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES		

CEMENT MASONS	17.31	2.99
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PLAS0518G 04/01/2001

	Rates	Fringes
CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES		

CEMENT MASONS	21.25	8.15
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PLAS0518K 05/01/2001

	Rates	Fringes
ANDREW, ATCHISON, BUCHANAN, BATES, CALDWELL, CARROLL, CASS (Except Richards-Gebaur AFB) CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, JACKSON, LAFAYETTE, LIVINGSTON, MACON, MERCER, NODAWAY AND WORTH COUNTIES		

CEMENT MASONS	23.13	7.15

PLAS0527A 05/01/2001		
	Rates	Fringes
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County)		
CEMENT MASONS	24.48	8.85
FRANKLIN, LINCOLN, AND WARREN COUNTIES		
CEMENT MASONS	23.31	8.85

PLAS0527D 06/01/2001		
	Rates	Fringes
CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES		
CEMENT MASONS	22.00	8.76

PLAS0908A 05/01/2000		
	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES		
CEMENT MASONS	17.40	6.20

PLAS0908G 03/01/2001		
	Rates	Fringes
BENTON, CALLAWAY, CAMDEN, COLE, GASCONADE, HENRY, HICKORY, JOHNSON, MARIES, MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS, SALINE & ST. CLAIR COUNTIES		
CEMENT MASONS	18.61	5.65

PLUM0008C 06/01/2000		
	Rates	Fringes
CASS, CLAY, JACKSON, JOHNSON, PLATTE COUNTIES		
PLUMBERS	26.44	9.87
BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE, AND VERNON COUNTIES		
PLUMBERS	24.00	9.87

PLUM0035C 01/01/2000		
	Rates	Fringes

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER,
 MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City
 and County), WARREN and WASHINGTON COUNTIES

PLUMBERS	26.105	9.74
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* PLUM0045D 12/15/2001

	Rates	Fringes
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ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,
 GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

PLUMBERS & PIPEFITTERS	26.85	9.80
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PLUM0178D 11/01/2001

	Rates	Fringes
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BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,
 LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER, AND WRIGHT
 COUNTIES

PLUMBERS & PIPEFITTERS	22.10	7.37
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PLUM0317B 07/01/1995

	Rates	Fringes
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BOONE, CALLAWAY, COOPER, HOWARD, AND RANDOLPH COUNTY (Southern
 half)

PLUMBERS & PIPEFITTERS	19.18	3.17
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PLUM0533E 06/01/2001

	Rates	Fringes
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BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON,
 JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE,
 ST. CLAIR AND VERNON COUNTIES

PIPEFITTERS	28.38	11.08
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PLUM0562D 07/01/2001

	Rates	Fringes
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ADAIR, AUDRAIN, BOLLINGER, BUTLER, CAMDEN, CAPE GIRARDEAU,
 CARTER, CHARITON, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, FRANKLIN,
 GASCONADE, GRUNDY, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN,
 LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER,
 MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, NORTHERN
 HALF OF RANDOLPH, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE,
 PULASKI, PUTNAM, RALLS, REYNOLDS, RIPLEY, ST. CHARLES, ST.
 FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT,
 SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON,
 AND WAYNE COUNTIES.

PIPEFITTERS	27.75	11.83
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PLUM0658B 07/01/1998

	Rates	Fringes
BARTON, JASPER, MCDONALD, AND NEWTON COUNTIES		

PLUMBERS & PIPEFITTERS	16.73	5.33
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TEAM0013H 05/01/2001

	Rates	Fringes
AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES		

TRUCK DRIVERS:

GROUP 1	21.72	5.25
GROUP 2	21.87	5.25
GROUP 3	21.88	5.25
GROUP 4	21.99	5.25

ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON,
PUTNAM, RIPLEY, SCHUYLER, AND SCOTLAND COUNTIES

TRUCK DRIVERS:

GROUP 1	20.99	5.25
GROUP 2	21.14	5.25
GROUP 3	21.15	5.25
GROUP 4	21.26	5.25

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup
Trucks; Material Trucks, Single Axle; Tank Wagon,
Single Axle
GROUP 2: Agitator and Transit Mix Trucks
GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump
Trucks; Material Trucks, Tandem Axle; Tank Wagon,
Tandem Axle
GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel
Trucks; Distributor Drivers and Operators; Tank Wagon,
Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks,
Speedace, Euclids and other similar equipment; A-Frame
and Derrick Trucks; Float or Low Boy

TEAM0056A 05/01/1998

	Rates	Fringes
BUCHANAN, CASS (Except Richards-Gebaur AFB), JOHNSON, AND LAFAYETTE COUNTIES		

TRUCK DRIVERS:

GROUP 1	20.13	4.75
GROUP 2	20.24	4.75

GROUP 3	20.28	4.75
GROUP 4	20.35	4.75

ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST CLAIR, SALINE, VERNON, WEBSTER, AND WRIGHT COUNTIES

TRUCK DRIVERS:

GROUP 1	18.92	4.75
GROUP 2	19.07	4.75
GROUP 3	19.08	4.75
GROUP 4	19.19	4.75

ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODADWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES

TRUCK DRIVERS:

GROUP 1	18.19	4.75
GROUP 2	18.34	4.75
GROUP 3	18.35	4.75
GROUP 4	18.46	4.75

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245C 03/25/1998

	Rates	Fringes
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD,		

MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

TRUCK DRIVERS:

Traffic Control Service Driver	12.90	3.56+a
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PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th,

Labor Day, Thanksgiving Day, Christmas Day,
Employee's birthday and 2 personal days.

TEAM0541A 04/01/2001

	Rates	Fringes
CASS (Richards-Gebaur AFB), CLAY, JACKSON, PLATTE, AND RAY COUNTIES		

TRUCK DRIVERS:

GROUP 1	22.81	6.50
GROUP 2	22.32	6.50
GROUP 3	21.84	6.50

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom
Truck Driver.
GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks,
Excavating, 5 cu yds and over; Dumpsters; Half-Tracks:
Speedace: Euclids & similar excavating equipment.
Material trucks, Tandem Two teams; Semi-Trailers;
Winch trucks-Fork trucks; Distributor Drivers
and Operators; Agitator and Transit Mix; Tank Wagon
Drivers, Tandem or Semi; One Team; Station Wagons;
Pickup Trucks; Material Trucks, Single Axle; Tank
Wagon Drivers, Single Axle
GROUP 3: Oilers and Greasers - Field

TEAM0541C 03/25/2000

	Rates	Fringes
BATES, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PLATTE, AND RAY COUNTIES		

TRUCK DRIVERS:

Traffic Control Service Driver	14.15	2.44+a
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a. PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th,
Labor Day, Thanksgiving Day, Christmas Day,
Employee's birthday and 2 personal days.

TEAM0682D 05/01/2000

	Rates	Fringes
ST LOUIS CITY AND COUNTY		

TRUCK DRIVERS:

GROUP 1	21.105	4.76+a+b
GROUP 2	21.305	4.78+a+b
GROUP 3	21.405	4.79+a+b

a. PENSION: \$18.80 per day, \$94.00 maximum per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is
required by a state or federal agency or requested by project

owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

a. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of services in any one contract years.

TEAM0682E 05/01/2000

Rates Fringes
ST.CHARLES, FRANKLIN, JEFFERSON, LINCOLN AND WARREN COUNTIES:

TRUCK DRIVERS:

GROUP 1	21.105	3.29+a+b+c
GROUP 2	21.305	3.29+a+b+c
GROUP 3	21.405	3.29+a+b+c

a.PAID HOLIDAYS: Christmas, Fourth of July, Labor Day, Memorial Day, Veterans Day, to be celebrated on either

its National Holiday or on the day after Thanksgiving, whichever is agreed upon by the Association and the Union, New Year's Day and Thanksgiving Day.

b.Pension: \$18.80 per day either worked or compensated to a maximum of \$94.00 per week.

c.Hazmat Pay: If Hazmat Certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 per hour premium pay.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Trucks or Trailers of a Water Level Capacity of 11.99

cu. yds. or less, Forklift Trucks, Job Site Ambulances, Pickup Trucks, Flatbed Trucks.

GROUP 2: Trucks or Trailers of a Water Level Capacity of 12.0 cu. yds. up to 22 cu. yds., Euclids, Speedace and Similar Equipment of Same Capacity and Compressors.

GROUP 3: Trucks or Trailers of a Water Level Capacity of 22.0 cu. yds. and over, Euclids and all Floats, Flatbed Trailers, Boom Trucks, Winch Trucks, Including Small Trailers, Farm Wagons, Tilt Top Trailers, Tool Trailers, Concrete Pumps, Concrete Conveyors, Gasoline Tank Trailers, Truck Mounted Mobile Concrete Mixers, End Dump, Side Dump and Articulated Dump Trucks.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor

200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

DIVISION 1 – GENERAL

01100	General
01310	Progress Chart
01410	Environmental Protection and Erosion Control
01451	Contractor Quality Control

SECTION 01100

GENERAL

PART 1 GENERAL

1.1 INQUIRIES

Pursuant to SECTION 00100 paragraph titled "Explanation to Prospective Bidders", any inquiries regarding this Invitation, before bids are opened, should be addressed to the District Engineer, Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106, ATTN: Mr. Michael Chapman. Inquiries for which oral explanation or advice on the plans and specifications will suffice may be referred to Mr. Chapman by calling Area Code 816-983-3640. Telephone calls concerning the mailing of plans and specifications should be made to Contracting Division at Area Code 816-983-3975. Collect telephone calls will not be accepted. (KCDO APR 84)

1.2 SUPERINTENDENCE OF SUBCONTRACTORS

(a) The Contractor shall be required to furnish the following:

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(b) If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

1.3 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

1.4 APPLICATION OF WAGE RATES

The inclusion of the Davis-Bacon Act General Wage Decision or the Service

Contract Act Wage Determination in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific work task can be performed by any specific trade. Which work tasks can be performed by what trades depends on and is determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the bidder to determine and comply with the prevailing area practice. Inquiries regarding a prevailing area practice should be directed to the Corps of Engineers, Contractor Industrial Relations Specialist (telephone number 816-983-3723) or to the Department of Labor Regional Wage and Hour Division.

Application of wage rates and fringe benefits: For the application of the wage rates and fringe benefits contained in the Decision of the Secretary of Labor; attached to and a part of this contract, all work shall be considered Heavy Construction.

1.5 PAYMENTS TO SUBCONTRACTORS

The Contractor's attention is directed to CONTRACT CLAUSE titled "Payment Under Fixed-Price Construction Contracts." In addition to the requirements set forth in the referenced paragraph, the Government will reimburse the Contractor, upon request, for amount of premiums paid by the subcontractors for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor furnishes evidence of full payment to the surety.

1.6 PAYMENTS TO CONTRACTOR (KCD MAY 90 - FORMERLY FAR 52.2/9101(a))

The following is an example of a Contractor's release of claims clauses required to comply with the provisions of paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts":

RELEASE OF CLAIMS

The undersigned Contractor under contract dated _____, 2000, between the United States of America and said Contractor for the _____ located at _____, in accordance with paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts" of said contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due.)

1.7 PARTNERING

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve mutual goals with the intent to complete the Contract within budget, on schedule and in accordance with plans and specifications. This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with

implementing this partnership will be agreed to by the Contractor and the Government, and will be shared equally with no change in Contract price. To implement this partnership initiative, it is anticipated that thirty (30) days after Notice to Proceed, a team building workshop will be conducted. Follow-up workshops will be held periodically throughout the duration of the Contract as agreed to by the Contractor and the Government.

1.8 PROSPECTIVE CONTRACTOR RESPONSIBILITY

Each bidder shall furnish, within 3 calendar days after receipt of request therefor, data which will show the bidder's ability to perform the work or services required by this Invitation for Bids. Such data shall include as a minimum: Bank certification of financial capability, or a financial statement not over 60 days old, which will be treated as confidential (if over 60 days old, a certificate shall be attached thereto stating that the financial condition is substantially the same or, if not the same, the changes that have taken place); names of commercial and financial reporting agencies from whom credit reports may be obtained; trade creditors; name and address of bonding company; business and construction experience; past record of performance of Government contracts; and construction plant and equipment available for this job, with resume of work in progress or other data that will assure that the bidder is in a position to perform the work within the time specified.

In addition, if the bid exceeds \$1,000,000, the bidder shall furnish upon request, a certified statement listing:

- (a) Each contract awarded to him within the preceding three-month period exceeding \$1,000,000 in value with brief description of the contract.
- (b) Each contract awarded to him within the preceding three-year period not already physically completed and exceeding \$5,000,000 in value with brief description of the contract.
- (c) If the prospective Contractor is a joint venture, each joint venture member will be required to submit the above defined certification. There shall also be furnished any other available information which will serve to substantiate the bidder's qualifications as a responsible prospective Contractor. (KCD APR 84)

1.9 PERFORMANCE OF WORK BY CONTRACTOR

Bidder's attention is directed to SPECIAL CLAUSE titled "Performance of Work by Contractor." The successful bidder will be required to furnish the Contracting Officer, a description of the work which he will perform with his own organization (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the Contractor's own organization shall be furnished to the Contracting Officer within 10 days after award of the contract.

1.10 LABORATORY AND TESTING FACILITIES

The Contractor shall provide and maintain all measuring and testing

devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to the CONTRACT CLAUSE titled "Inspection of Construction." The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work. (KCD)

1.11 UNAVAILABILITY OF UTILITIES

The responsibility shall be upon the Contractor to provide and maintain at his own expense, adequate utilities for his use for construction and domestic consumption, and to install and maintain necessary connections and lines for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance, temporary connections and lines installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

1.12 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE titled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (5) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
(14)	(8)	(6)	(8)	(7)	(6)	(6)	(5)	(6)	(5)	(5)	(8)

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC

report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE titled "Default (Fixed Price Construction)." (ER 415-1-15)

1.13 REQUIRED INSURANCE SCHEDULE

In accordance with CONTRACT CLAUSE titled "Insurance - Work On A Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

Type	Amount
Workmen's Compensation State Statute	coverage complying with applicable
Employers' Liability	minimum amount of \$100,000.00
General Liability on Comprehensive Form of Policy	minimum limits of \$500,000 per occurrence for bodily injury which includes, but is not limited to, insurance for all work required herein
Comprehensive Automobile Liability	minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

(End of clause)

1.14 CONTRACTOR-FURNISHED EQUIPMENT DATA

At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the data mentioned in the following subclauses.

(1) Equipment List. An itemized equipment list showing unit retail value and nameplate data including serial number, model number, size, manufacturer, etc., for all Contractor-furnished items of mechanical equipment, electrical equipment, and fire protection systems installed under this contract.

(2) Guarantees. A list of all equipment items which are specified to be guaranteed accompanied by a copy of each specific guarantee therefor. For each specific guaranteed item, a name, address, and telephone number shall

be shown on the list for subcontractor who installed equipment, equipment supplier or distributor and equipment manufacturer. The completion date of the guarantee period shall correspond to the applicable specification requirements for each guaranteed item.

(3) Warranty Service Calls. The Contractor shall furnish to the Contracting Officer the names of local service representatives and/or Contractors that are available for warranty service calls and who will respond to a call within the time periods as follows: 4 hours for heating, air-conditioning, refrigeration, air supply and distribution, and critical electrical service systems and food service equipment, and 24 hours for all other systems. The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the Contracting Officer and also posted at a conspicuous location in each mechanical and electrical room or close to the unit.

1.15 DATE OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

(a) The date of the U.S. Army Corps of Engineers Safety and Health Requirements Manual in effect on the date of this solicitation is 3 September 1996. See Section 00700, Contract Clause titled "Accident Prevention."

(b) Section 06.I of EM 385-1-1 is deleted. Job hazard analysis for confined space entry procedures is still required, as per 01.A.09 of EM 385-1-1. OSHA Standards 29 CFR 1910.146 or 29 CFR 1926 shall apply.

(c) Before initiation of work at the job site, an accident prevention plan, written by the prime contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be reviewed and found acceptable by designated Government personnel.

1.16 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA standards as well as the most current edition of the Corps of Engineers General Safety Requirements Manual (EM 385-1-1). The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes.

1.17 CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SPECIAL CLAUSE titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" dated August 1995 can be ordered from the Government Printing Office (GPO) by calling Telephone No. 202-512-1800.

1.18 SHOP DRAWINGS

The Contractor's attention is directed to clause "Specifications and Drawings for Construction" of the Contract Clauses.

1.19 SUBMITTALS

(a) As-Built Drawings: The Contractor shall maintain three separate sets of red-lined, full scale, as-built construction drawings marked up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work, and shall be available for review by Government personnel at all times. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. In addition, the Contractor shall indicate on the As-Built Drawings, the brand-name, description, location, and quantity of any and all materials used which contain asbestos. The Contractor shall also be responsible for updating the Government-furnished CADD files to reflect the current as-built conditions throughout the duration of the project. The updated CADD design files shall be maintained in the Intergraph Microstation format consistent with the graphic standards established in the CADD contract drawings provided by the Government. The Contractor will be provided a copy of the Tri-Service CADD standards to facilitate his efforts in the maintenance of design files. The updated CADD files shall be reviewed by the Government on a monthly basis during the progress payment evaluation. The Contractor shall be prepared to demonstrate the status of the updated CADD files in his on-site office. The as-built utility drawings shall show locations and elevations of all underground new utilities and existing utilities encountered, including dimensions from permanent structures and/or survey locations. The submittal requirements for as-built utility drawings shall be shown as separate activities on the Contractor-prepared network analysis. Upon completion of the work, the marked-up drawings and the updated CADD files shall be furnished to the Contracting Officer on 8 mm tape or CD. In multiphased construction where portions of a system are to be turned over to the user prior to completion of the project, the marked-up drawings for that portion shall be furnished to the Contracting Officer at that time. (MRD ltr 30 Oct 70 and KCD 8 Apr 91)

(b) Purchase Orders: Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project, shall be maintained on file at the Contractor's field office for inspection and review by Government representatives. Each purchase order shall (1) be clearly identified with applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased. (MRD Ltr 22 Oct 74)

1.20 SALVAGE MATERIALS AND EQUIPMENT (JAN 1965)

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system or property control, if approved by

the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

1.21 LAYOUT OF WORK (1965 APR OCE)

The Government will establish the base lines, benchmarks and stone fill survey alignment necessary for placement of stone. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.

1.22 DAMAGE TO WORK (1966 MAR OCE)

The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE titled "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSE titled, "Changes," of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.23 SIGNAL LIGHTS (JAN 1965)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, light to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army (33 C.F.R. 201.1-201.16) and the Commandant, US Coast Guard (33 C.F.R. 80.18-80.31a and 33 C.F.R. 95.51-95.70). (KCD APR 84)

1.24 WORK ADJACENT TO ROADS AND HIGHWAYS

Where the construction work is on or adjacent to, or involves hauling over

public or private roads, streets, or highways, all herein referred to as "roads," the said roads shall, except as otherwise specified or directed, be kept open for traffic at all times during the construction period. Further, the Contractor shall, during said construction, provide, erect and maintain warning signs, lanterns or torches or other safety devices and, when necessary, provide flagmen for protection of traffic to the satisfaction of the Contracting Officer and local authorities. The Contractor shall keep the right-of-way of the roads free of debris that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and repair any damage to the roads occasioned by his operations under this contract to the satisfaction of the Contracting Officer and local authorities having jurisdiction. The drainage from the roads shall not be obstructed by the construction work. The Contractor shall be responsible for obtaining and paying for all permits required for operation on all roads.

1.25 APPROVED EQUAL

The drawings and the TECHNICAL PROVISIONS of these specifications may, in some instances, refer to certain items of equipment, material, or article by trade name. References of this type shall not be construed as limiting competition, but shall be regarded as establishing a standard of quality. In this respect, the Contractor's attention is directed to CONTRACT CLAUSE titled "Material and Workmanship."

1.26 SCHEDULE OF WORK

The Contractor's attention is directed to CONTRACT CLAUSE titled "Schedule for Construction Contracts," wherein if, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer.

1.27 PROTECTION OF UTILITY LINES

(a) It shall be the Contractor's responsibility to protect all existing utility lines from damage during excavation for utilities systems. Any damage resulting to existing utility systems shall be repaired by the Contractor, to the satisfaction of the contracting officer, at no additional cost to the Government.

(b) All requests for access and/or locations must be made through the Contracting Officer's Representative (COR) or Resident Engineer. The Director of Public Works will work directly with the Resident Engineer to provide timely information to the Contractor.

1.28 CLOSEOUT OF CONTRACTS (KCD JULY 1990)

The closing out of various features of the contract shall be done before or on the Government contract construction completion date. The Contractor's specific submittals and items required for closeout include, but are not limited to, Operation and Maintenance Manuals (O&M), training, spare parts, equipment list, guarantees, as-built shop drawings and contract drawings.

The Contractor shall review the contract documents and prepare a plan for closeout no later than 90 days after the notice to proceed date for approval by the Contracting Officer Representative (COR). The closeout plan shall also include the Specification Volume No., specification reference section and building name on each closeout item. A summary of the type of closeout information required for each of the items shall be prepared by the Contractor for the closeout plan. The closeout data base shall be updated as required by the Contracting Officer to ensure adequate tracking of the items noted.

The following is a general list of the various types of closeout materials and the data required for each. (* indicates data required on initial submittal)

(a) O&M Manuals:

Descriptions*, Specification Paragraph*, Date Due*, No. Copies Due*, Date Submit Action Code, Resubmit Date, Approved, Date to User

(b) Training Requirements:

Description*, Specification Paragraph*, Length Required*, Date Scheduled, Plan Submitted, Plan Approved, Date Training Held

(c) Spare Parts Required:

Description*, Specification Paragraph*, Quantity Required*, Date Turned Over to User

(d) Salvaged Material:

Description*, Specification-Plan Requirement*, Quantity*, Turn In Document Received

(e) Government-Furnished Equipment:

Description*, Specification-Plan Requirement*, GFCI-GFGI*, Number Required*, Date Equipment Data Required*, Date Equipment Required*, Turnover Document Provided

(f) Utilities Provided or Relocated by Others:

Description*, Relocate or Provide*, Specification-Plan Note*, Date Required*

1.29 MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the

amendment will include an announcement of the new date for opening bids.
(KCD APR 84)

1.30 EXPEDITING NOTICE TO PROCEED

Notwithstanding the requirements of Block 12 on page 00010-1 of SECTION 00010 and SECTION 00100 paragraph titled "Late Submissions, Modifications, and Withdrawals of Bids," in order to expedite award of contract and issuance of NOTICE TO PROCEED, it is requested that an officer of the company or corporation determined to be the successful bidder shall appear in the office of the Commander, Kansas City District, Corps of Engineers, 757 Federal Building, 601 East 12th Street, Kansas City, Missouri, for signing contract documents. Therefore, upon written acceptance of this bid, mailed or otherwise furnished within 60 calendar days after the date of opening of bids, it is requested that the successful bidder shall within 48 hours after receipt of notification appear in the office of the Commander and execute Notice to Proceed documents, and give performance and payment bonds on Government Standard forms 25 and 25A with good and sufficient surety. It is also requested that the successful bidder furnish insurance certificates required in SPECIAL CLAUSE titled "Required Insurance Schedule" at this time.

1.31 UNEXPECTED HAZARDOUS SUBSTANCES

In the event that suspected hazardous substances are revealed during construction activities, all such construction activities in the immediate area shall be immediately suspended. Hazardous substances for purposes of this specification only, shall be defined as CERCLA hazardous substances, infectious or radioactive wastes, asbestos or oil. The Contractor shall leave the materials undisturbed and shall immediately report the find to the Contracting Officer's Representative (COR) so that proper authorities can be notified. The Contractor shall not resume construction activities in the vicinity of the suspected hazardous substances until written clearance is received from the COR. Identification and removal of any such materials will be conducted in accordance with all Federal, state and local environmental laws and regulations according to the CONTRACT CLAUSE titled "Differing Site Conditions."

1.32 SURVEY MARKERS

Reference is made to CONTRACT CLAUSE titled "Permits and Responsibilities", Chapter 60 of the Missouri Revised Statutes 1969, and rules titled "Maintenance of the Original US Public Land Survey Corners" adopted by the Division of Geology and Land Survey, Missouri Department of Natural Resources. The Contractor shall be responsible for removing and relocating survey markers. Relocation shall be performed by a professional registered Land Surveyor.

1.33 DEMOLITION

Disposal of demolition waste shall be in accordance with all applicable Federal, State and local regulations, including "Chapter 260, RSMO" of the Missouri Department of Natural Resources.

1.34 EXCAVATION NOTIFICATION

Prior to any excavation on either public or private properties, Missouri law requires that you notify all owners and operators of underground facilities in your dig site. Missouri One Call System (MOCS) can help you comply with the law; "Chapter 319, RSMO" of the Missouri Department of Natural Resources, by calling this one toll-free number 1-800-344-7483.

1.35 KANSAS SALES AND USE TAX (JUL 1997)

In accordance with FAR clause 52.229-3, notice is given that the contract price excludes the Kansas Sales tax and compensating (use) tax on all sales of tangible personal property and materials purchased by the Contractor or subcontractors for the construction of projects, including repairing or remodeling facilities, for the United States. In accordance with Kan. Stats. Anno., sec. 79-3606(e), the Contracting Officer will obtain form from the State and furnish to the Contractor an exemption certificate for this project for use by the Contractor and subcontractors in the purchase of materials for incorporation in the project and of services. The Contractor and the subcontractors shall furnish the number of such certificate to all suppliers from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. Pursuant to a 1977 Amendment to K.S.A., 1976 Supp., 79-3606(e), effective 1 July 1977, the Contractor is required to retain all invoices for a period of five (5) years during which time these invoices are subject to audit by the Kansas Director of Taxation. Upon completion of the project, the Contractor shall complete the Project Completion Certification (Form STD 77, Rev. 6/77) in duplicate returning one copy to the Contracting Officer, and forwarding the other to the Kansas Director of Taxation. (KCD)

1.36 MISSOURI SALES AND USE TAX

In accordance with FAR Clause 52.229, notice is given that the contract price excludes the Missouri sales tax and compensating (use) tax on all sales of tangible personal property and materials purchased by the Contractor or subcontractors for the construction of projects, including repairing or remodeling facilities, for the United States. In accordance with Section 144.062, RSMo., the Contracting Officer will issue and furnish to the Contractor an exemption certificate (example copy appears at the end of this section) for this project with the Notice to Proceed. The Contractor and the subcontractors will use the exemption certificate for this project in the purchase of supplies, materials and furnishings for incorporation in the project. The Contractor and the subcontractors shall furnish a copy of such certificate to all suppliers/materialmen from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. (KCD OC)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

* * * * *

EXAMPLE

STATE OF MISSOURI

PROJECT EXEMPTION CERTIFICATE FOR EXEMPT ENTITY CONSTRUCTION

UNITED STATES OF AMERICA

NAME OF EXEMPT ENTITY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TAX IDENTIFICATION NUMBER (None required)

PROJECT IDENTIFICATION NUMBER _____

PLEASE PROVIDE THE PROJECT LOCATION AND A BRIEF DESCRIPTION BELOW:

CONTRACT DATE _____

CERTIFICATE EXPIRATION DATE _____

Contractors are required to provide a copy of this project exemption certificate to their vendors.

This project exemption certificate does not allow contractors to purchase machinery, equipment, or tools used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

The Contractor shall provide this project exemption to all subcontractors purchasing construction materials for this project.

SIGNATURE OF AUTHORIZED AGENT

EXHIBIT A

-- End of Section --

SECTION 01310

PROGRESS CHART

PART 1 GENERAL

1.1 SCOPE

This section covers requirements for the Progress Chart, complete.

1.2 GENERAL

The purpose of these requirements is to assure adequate planning and execution of the work, to assist the Contracting Officer in appraising the reasonableness of the proposed schedule, to aid in evaluating progress of the work, and to service as a basis for periodic progress payments.

PART 2 PRODUCTS

2.1 PROGRESS CHART

The Progress Chart shall conform with CONTRACT CLAUSE titled "Schedule for Construction Contracts". In preparing the Progress Chart, scheduling of construction is the responsibility of the Contractor.

2.2 SCHEDULED EARNINGS CURVES

In addition to the requirements mentioned above, the Contractor shall include with the Progress Chart, the scheduled earnings curves (time versus scheduled earnings). The curve shall be developed to reflect the scheduled earnings, in percentages, for the work scheduled for completion at any time. The curve shall be plotted on graph paper with the Contractor's earnings indicated on the vertical axis and a time scale by months on the horizontal axis. The result will be one "S" curve from which the scheduled progress can be evaluated at the end of each month. The graph will be revised each time there is a major revision in the Progress Chart.

PART 3 EXECUTION (Not Applicable)

(End of Section)

SECTION 01410

ENVIRONMENTAL PROTECTION AND EROSION CONTROL

PART 1 GENERAL

1.1 SCOPE

This section covers protection of the environment, including control of erosion and prevention of environmental pollution and damage due to construction operations.

1.1.1 Environmental Pollution and Damage

Environmental pollution and damage is defined herein as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.1.2 Erosion Control

Erosion control is defined herein as that portion of the environmental protection effort which addresses the prevention of soil erosion and the control of sediments.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all provisions herein. The Contractor shall record on daily reports any problems in complying with laws, regulations and ordinances, and the corrective action taken.

1.3 PERMITS OBTAINED BY THE CORPS OF ENGINEERS

The Contractor shall comply with all requirements under the terms and conditions set out in any permit obtained by the Corps of Engineers.

1.5 SUBCONTRACTORS

Assurance of compliance with this section by subcontractors is the responsibility of the Contractor.

1.6 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or local laws or regulations, permits and other elements of the Contractor's environmental protection Plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted, nor costs or damages be allowed the Contractor, for any such suspension.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs.

3.1.1 Protection of Land Resources

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.1.1.1 Work Area Limits

In order to minimize damages and unnecessary construction traffic, the Contractor shall, prior to the start of construction, mark the areas that are not necessary to accomplish the work. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of the marking and the need to protect all objects.

3.1.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.1.1.3 Reduction of Exposure of Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Contracting Officer.

3.1.1.4 Temporary Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and to control sedimentation, including but not limited to retardation and control of runoff. Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses, and any measures required by area-wide plans approved under paragraph 208 of the Clean Water Act.

3.1.1.5 Erosion and Sedimentation Control Devices

Prior to any earth disturbance, the Contractor shall have in place applicable temporary soil erosion and sedimentation control features. The Contractor shall construct or install all temporary and permanent erosion and sedimentation control features as indicated in the Environmental Protection Plan. Temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basins, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

3.1.1.6 Location of Field Offices, Storage and Other Contractor Facilities

The Contractors' field offices, stage areas, stockpiles storage, and temporary buildings shall be placed in areas designated on the drawings. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

3.1.1.7 Borrow Areas on Government Property

Borrow areas on Government property shall be managed to minimize erosion and to prevent sediment from entering nearby water courses or lakes.

3.1.1.8 Spoil Areas on Government Property

Spoil areas on Government property, if any, shall be managed and controlled to limit spoil to areas designated on the drawings and prevent erosion of soil or sediment from entering nearby water courses or lakes. Spoil areas shall be developed in accordance with the grading plan indicated on the drawings.

3.1.1.9 Temporary Excavations and Embankments

Temporary excavations and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment.

3.1.1.10 Disposal of Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

3.1.1.10.1 Disposal of Solid Waste by Removal from Government Property

The Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

3.1.1.11 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and local regulations.

3.1.1.12 Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid waste category will be handled as directed by the Contracting Officer.

3.2 PRESERVATION AND RECOVERY OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES

Existing historical, archeological and cultural resources within the Contractor's work area will be so designated by the Contracting Officer and precautions taken to preserve all such resources as they existed at the time they were pointed out to the Contractor. The Contractor shall install all protection for these resources and shall be responsible for their preservation during this contract. If during construction activities the Contractor observes unusual items that might have historical or archeological value, such observations shall be reported as soon as practicable to the Contracting Officer. Recording and preservation of historical and archeological finds during construction activities are specified in Special Clauses.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract.

3.3.1 Washing and Curing Water

Waste waters directly derived from construction activities shall not be allowed to enter water areas. These waste waters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates so that pollutants are separated from the water.

3.3.2 Stream Crossings

Stream crossings, if required, shall be controlled during construction. Crossings shall provide movement of materials or equipment which do not violate water pollution control standards of the Federal, State or local government.

3.3.3 Monitoring of Water Areas Affected by Construction Activities

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection will be listed by the Contractor prior to beginning of construction operations.

3.5 PROTECTION OF AIR RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with all State and Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for these construction

operations and activities specified in this section. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

3.5.1 Particulates

Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress.

3.5.1.1 Particulates Control

The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in paragraph PROTECTION OF AIR RESOURCES to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers,

electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

3.5.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

3.5.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

3.5.4 Monitoring of Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

3.5.5 Protection of Sound Intrusions

The Contractor shall keep construction activities under surveillance, and control to minimize damage to the environment by noise. The Contractor shall use methods and devices to control noise emitted by equipment.

3.6 POST-CONSTRUCTION CLEAN UP

The Contractor shall clean up area(s) used for construction.

3.7 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the plan submitted for approval by the Contracting Officer. This work will be accomplished at the Contractor's expense.

3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.9 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

3.10 PAYMENT

No separate payment or direct payment will be made for the cost of the work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

DACW41-02-B-0003

-- End of Section --

SECTION 01451

CONTRACTOR QUALITY CONTROL
07/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable

to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 20 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of five years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience, the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". If the Contractor needs this training, training will be provided by Government personnel after award of a contract.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.5.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the

preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.5.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.5.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.5.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is

resumed after a substantial period of inactivity; or if other problems develop.

3.6 TESTS

3.6.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.6.2 Testing Laboratories

3.6.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.6.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will

be assessed a charge of \$3,500 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.6.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.6.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail:

USACE Research and Development Center
ATTN: Joe Tom, CEERD-SC-E
3909 Halls Ferry Road
Vicksburg, MS 39180-6199

For other deliveries: Same as above.

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.7 COMPLETION INSPECTION

3.7.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected.

Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.7.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final

inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.8 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by

whom, and action taken.

- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.


3.9 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

The graphic format for this 4'x 6' sign panel follows the legend guidelines and layout as specified below. The large 4'x 4' section of panel on the right is to be white with black legend. The 2'x 4' section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the White background.

This sign is to be placed with the Safety Performance Sign (See Fig. 2).

3"	42"	3"		
4.5"	<div>Construction Supervised by</div>  <div>US Army Corps of Engineers</div> <div>Northwestern Division Kansas City District</div> <div>Name of Project</div> <div>Location: City and State</div> <div>Contractor: Name City and State</div> <div>Consulting Engineer: Name Company Inc. City and State</div>	6"		
2"		4.5"		
6.25"		4.5"		
10.5"		6"		
2.5"		2.25"		
2"		9.5"		
		1.875"		
		1.875"		
		1.875"		
		1.875"		
	7.75"			
3"	21"	1"	21"	2"

Legend Group 1: One to two-line description of Corps relationship to project
Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

Legend Group 2: Division\ District Name Placed below 10.5" Reverse Signature (6" Castle).
Color: White
Typeface: 1.25" Helvetica Regular

Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25" Helvetica Regular
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards

Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	Various	4' x 6'	4" x 4"	HDO-3	48"	WH-RD/BK

CONSTRUCTION SIGN (CORPS OF ENGINEERS DESIGN)

(Use with Fig 2)

Fig. 1

SAFETY PERFORMANCE SIGN

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign and the performance record captions are standard for all signs of the type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

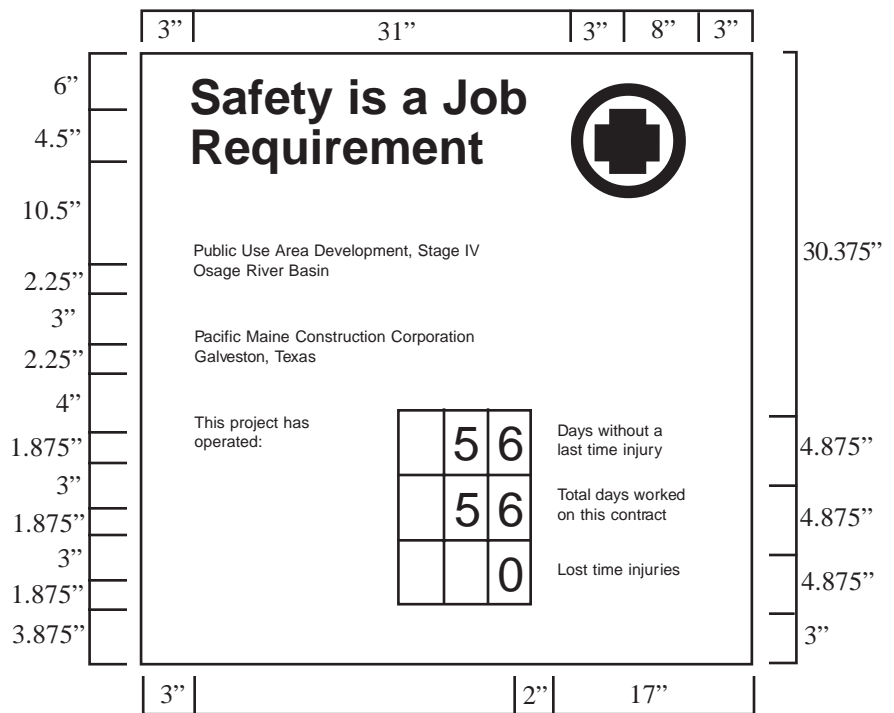
Safety record numbers are mounted on individual metal plates and are screw mounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line title
 "Safety is a Job requirement" with (8 od.)
 Safety Green First Aid logo.
 Color: to match PMS 347
 Typeface: 3" Helvetica Bold
 Color: Black

Legend Group 2: One to two-line project
 title legend describes the work being done
 under this contract and name of host
 project.
 Color: Black
 Typeface: 1.5" Helvetica Regular
 Maximum line length: 42"

Legend Group 3: One to two-line iden-
 tification; name of prime contractor and
 city, state address.
 Color: Black
 Typeface: 1.5" Helvetica Regular
 Maximum line length: 42"

Legend Group 4: Standard safety record
 captions as shown.
 Color: Black
 Typeface: 12.5" Helvetica Regular



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	Various	4' X 4'	4" X 4"	HDO-3	48"	WH/BK - GR

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to back-ground.
 Color: Black
 Typeface: 3" Helvetica Regular
 Plate size: 2.5" X 5"

All typography is flush left and rag right. Upper and lower case with initial capitals only as shown. Letter - and word - spacing to follow Corps standards.

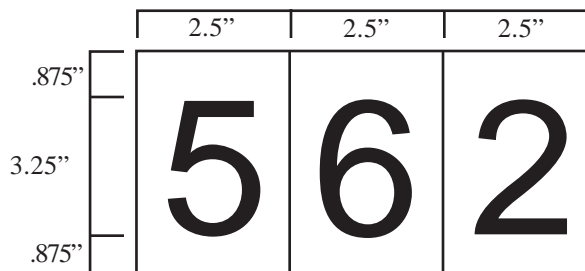


Fig. 2

DIVISION 2 – SITE WORK

02100	Terminology
02110	Description and Measurement of Materials
02200	Earthwork
02310	Dikes
02320	Revetment
02330	Notch Excavation

SECTION 02100

TERMINOLOGY

PART 1 GENERAL

1.1 SCOPE OF WORK

This section explains certain terminology and requirements which are common to construction of bank stabilization work and which may not be self-explanatory in the subsequent sections of the TECHNICAL PROVISIONS.

1.2 REVETMENTS

The term "revetment" applies to the various types of stabilization structures that are constructed along the banks of the river approximately parallel to the current. The revetments are constructed of stone. The type of revetment to be constructed under these specifications is described in SECTION: REVETMENT.

1.3 DIKES

The term "dike" applies to those types of stabilization structures that are constructed from the bank of the river at an angle to the current. The dikes are constructed of stone. The types of dikes to be constructed under these specifications are described in SECTION: DIKES and are shown on the drawings.

1.4 CONSTRUCTION REFERENCE PLANE

The Construction Reference Plane, abbreviated CRP, is a plane of elevation reference for the various types of construction required by these specifications. In construction usage the plane represents a hypothetical sloping line along the Missouri River from the vicinity of Sioux City, Iowa, to the mouth of the river.

1.5 CONSTRUCTION SCHEDULE

The construction schedule, at the end of SECTION 01100: GENERAL, is a list of the structures included under this contract together with pertinent detail data applicable to their construction. All items of work which are referred to in the specifications and on the contract drawings as variable will be shown on the construction schedule, as applicable, for each structure. The Contracting Officer reserves the right in the interest of the Government to adjust the construction schedule by adding or omitting structures, or by changing the type, length, strength, and location of any structures included thereon, provided that the work as modified is within the limits of this contract. Variations in quantity items as a result of such modifications will be treated as prescribed in clause "Variation in Estimated Quantities" of SECTION 00700: CONSTRUCTION CONTRACT CLAUSES.

1.6 ORDER OF WORK

Placement of the stone and notching shall be made in the structure farthest upstream and progress downstream. A written order of work shall be submitted for the Contracting Officer's approval prior to commencement of work. The order of work will define the sequence of river reaches in which work will be performed and the progression of construction within each reach, such as from downstream to upstream. Deviation from this schedule of work must be coordinated with the Contracting Officer. However, the Contractor shall schedule his

operations to avail himself of the most advantageous conditions with respect to river stages and weather.

1.6.1 The Contracting Officer, in the interest of the Government, reserves the right to assign a priority of construction for any or all structures listed on the construction schedule.

1.6.2 The Contracting Officer further reserves the right, as the need arises, to direct the Contractor to perform emergency repairs on any structure within the mile limits of the contract. The cost of all plant, labor, and materials required to perform such emergency repairs as directed by the Contracting Officer shall be at the applicable contract price, per ton, plus a negotiated price for mobilization and demobilization. Stone shall be placed in structures only during the period between sunrise and sunset (this does not preclude loading or towing operations outside of this period).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

(End of section)

SECTION 02110

DESCRIPTION AND MEASUREMENT OF MATERIALS

PART 1 GENERAL

1.1 SCOPE OF WORK

This section covers the requirements for quality and measurement of stone used in the construction of dikes, revetments, and chute closures.

1.2 DESCRIPTION

All materials shall be new, unless otherwise specified, of good grade, free from defects or imperfections which would render them unfit for the intended usage.

PART 2 PRODUCTS

2.1 GENERAL

Stone shall be broken, quarry-run, durable stone, approved by the Contracting Officer, that will not materially disintegrate under action of air and water. The source from which the Contractor proposes to obtain the stone shall be selected well in advance of the time when the stone will be required for the work. Suitable samples of stone shall be obtained in the presence of a Government representative and shall be tested when required by an approved testing laboratory or as designated by the Contracting Officer at the Contractor's expense prior to placing stone in any structure. No materials shall be used until approval of the designated source is obtained. The approval of a source shall not be construed as approval of all materials from that source, and material from certain areas, strata, or channels within the approved source may be rejected. The acceptability of the stone will be subject to final approval by the Contracting Officer.

2.2 QUALITY

Service records and/or tests will be used to determine the acceptability of the stone. New sources shall be tested in the year first used and in each even-numbered year thereafter. Satisfactory service records may be accepted in odd-numbered years in lieu of testing of rock for physical properties. Stone accepted on a service record alone shall have demonstrated its ability to withstand deterioration under service conditions. A suitable service record will show date last used, identification of ledges to be used, name of previous user, quantities produced since last tested, and results of most recent tests identified hereinafter. The source to be utilized shall have been tested within 24 months prior to use under this contract. In the absence of a suitable service record, the stone shall be subjected to any or all of the following tests, as determined by the Contracting Officer.

2.2.1 Bulk specific gravity, saturated surface-dry basis, method CRD-C 107-69 – not less than 240.

2.2.2 Soundness in freezing and thawing method for ledge rock, Method CRD-C 144-73 loss at 20 cycles – not more than 25 percent for at least 50 percent of the face height to be quarried.

2.2.2.1 Samples shall be representative of the full face to be quarried and shall be taken for each bed in excess of 6-inch thickness, except that for zones containing beds of uniform lithologic properties only one sample for each 5 feet of thickness will be required.

2.2.2.2 Samples shall be numbered (or lettered) in consecutive order from the top to bottom of the quarry face and the top side of each sample shall be so marked. A sketch section shall be prepared of the full quarry face showing bed thickness, color, hardness, type of rock (shale, limestone, etc.) and the location (bed) of each sample. The sketch section shall accompany, and will be considered part of, the test data submittal requirements.

2.2.2.3 Length of a freezing and thawing cycle shall be 24 hours, i.e., 16 hours of freezing, followed by 8 hours of thawing.

2.3 GRADATION AND FIELD TESTS

2.3.1 Stone shall be reasonably well graded, free from overburden, spoil, shale, and unsuitable material. The amount of dirt and fines less than ½-inch maximum cross section, accumulated from interledge layers, blasting, handling operations, and/or all other sources, shall not exceed 5 percent by weight. The maximum weight of any piece of stone shall be limited to 500 pounds for upper slope fill on toe trench revetment, bankheads, and abutments for chute closures, and limited to 3,000 pounds for stone fill dikes, stone fill revetment, stone fill in and along pile structures (including stone roots), trench fill for toe trench revetment, trench fill and stone fill for bankheads, stone in cutoff trenches and stone fill for chute closures, unless otherwise directed by the Contracting Officer. Occasional pieces slightly larger than the maximum size may be permitted, provided that gradation and voids requirements are maintained. Quarry operations shall be controlled to produce well graded stone between the maximum and minimum limits indicated above. The Contracting Officer may require changes in quarry operations as necessary to produce the required product.

2.3.2 Tests to determine the amount of dirt and fines less than ½-inch maximum cross section shall be performed by the Contractor, under the supervision of the Contracting Officer, by approved methods. A representative sample consisting of not less than 12 tons shall be tested at the start of quarry operations and at intervals during the production as directed, except that not less than one and not more than three acceptable tests will be required from each source. Results of the field tests shall be furnished to the Contracting Officer. If at any time the material fails to meet these requirements, the Contractor shall adjust the quarry operations to insure the amount of dirt and fines does not exceed the requirements of these specifications.

PART 3 EXECUTION

3.1 MEASUREMENTS

3.1.1 Materials shall be measured at such times and places as approved by the Contracting Officer.

3.1.2 Stone shall be measured for payment by one of the following methods at the option of the Contractor, and weights or computations converted to short tons.

3.1.2.1 Stone delivered at the site of the work may be weighed on public scales or privately owned scales generally used by the public which have been certified by the State wherein the scales are located and which have been approved by the Contracting Officer. If public scales are not available, the Contractor may furnish approved scales, subject to certification acceptable to the Contracting Officer, with the weighing service to be supplied by an independent professional organization approved by the Contracting Officer. The Contractor shall furnish the Government inspector a legible copy of each weigh bill, when self-printing scales are used, or a legible copy of the weigh bill signed by the weighmaster as each load is delivered to the jobsite. All cost for weighing the stone on a public or quasi-public scale shall be borne by the Contractor.

3.1.2.2 Stone delivered to the site of the work may be weighed by a Government weighmaster on scales that have been registered and certified by the State wherein the scales are located. Scales will be installed and tested in accordance with the requirements of NBS Handbook No. 44. The increasing load test will be performed through the full working range of the scale. The scale testing will be done in the presence of a Government representative. Testing and certification by a firm authorized by the State and approved by the Contracting Officer to certify scales will be acceptable in lieu of testing by the State. Registration of the scale with the State will still be required. The scale shall be placed on a foundation of rock or soil of sufficient bearing capacity and stability to prevent any lateral movement or settlement of the scale. All costs for weighing the stone in the manner described in this paragraph, except the costs of the Government weighmaster, shall be borne by the Contractor. The Government weighmaster will be paid by the Government.

3.1.2.3 Stone delivered to the site of the work may be measured for payment by barge displacement. The Contractor shall furnish the Contracting Officer a current barge displacement table not less than 10 days prior to using any barge. The table shall be certified accurate by a person or firm, other than the Contractor, accustomed to performing this service and approved by the Contracting Officer. Barge tables furnished shall contain, parallel columns, the draft of the barge in feet and hundredths from zero to the full depth of the barge, and corresponding gross displacement to the nearest 100th of a ton. Tables submitted shall show the name or number of the barge, the barge dimensions, the barge owner, the name of the manufacturer, the date of preparation of the table, and the certification of the person or firm preparing the table. The Contractor shall furnish, with the barge displacement table, a drawing or sketch of each barge, dimensioned in sufficient detail to permit verification of the values shown in the tables. The drawing shall show, as a minimum, the weight, length, width, and depth of the barge and dimensions of rake or rakes, including radius, origin of radius, and headlog dimensions. Upon request by the Contractor, and after completion of the contract, the Contracting Officer will return all required barge displacement tables, drawings, or sketches to the Contractor. Each barge on which stone is furnished shall be suitable marked with paint of a contrasting color at each of the displacement gauging points along each side of the barge. The marks shall be perpendicular to the edge of the barge, 4 inches wide and 1 foot in length, painted on both the deck and side. The marks shall be located on each corner of the barge near the lower end of the rake and three additional marks equally spaced amidships. The barge name or number shall be affixed to the deck and sides of the barge, both fore and aft, and shall be of sufficient size and legibility so as to be plainly seen and read. Barge displacement will be measured by a Government weighmaster. All costs for measuring barges, except the cost of services of a Government weighmaster, shall be borne by the Contractor. The Government weighmaster will be paid by the Government.

3.1.3 Trucks shall be weighed to the nearest 200 pounds and the accumulative net weight reduced to the nearest 20th of a ton. Trucks shall be tared at least twice a day. Barge displacement shall be measured to the nearest 100th of a foot and the net weight computed to the nearest 100th of a ton. Barges shall be measured before and after each loading.

3.2 BIDDING SCHEDULE ITEMS

Bidding schedule item applicable to work in this section is as follows:

<u>ITEM</u>	<u>UNIT</u>
"Stone Fill in Dikes and Revetments"	ton

(End of section)

SECTION 02200

EARTHWORK

PART 1 GENERAL

1.1 SCOPE OF WORK

This section covers the requirements for bank excavation and subsequent disposal of excavated material to accommodate the repair of flanked dikes, notching, and pilot channels immediately landward of stone fill revetments.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 STONE FILL DIKE

3.1.1 The repair of certain flanked dikes and the notching of the landward portion of certain dikes will require the excavation of existing embankment material. Flanked dikes must be keyed into the bank by means of excavating the bank for the placement of a stone root. Notching of the landward portion of certain dikes will require the excavation of the overburden bank material in order to access the stone fill dike. Excavation of the bank will be to the dimensions shown in the drawings and construction schedule.

3.1.2 Excavation will be by floating plant with a dragline bucket or by other method as elected by the contractor and approved by the Contracting Officer. Material to be excavated is expected to consist primarily of sandy or clay soils with some gravel and occasional boulders. If, during excavation, it is found that the material to be excavated is of such a nature that excavation cannot be accomplished by a dragline bucket in a timely manner, the contractor will not be required to complete the excavation.

3.2 STONE FILL REVETMENT

3.2.1 Notching of certain stone fill revetments will require the excavation of the overburden bank material in order to access the stone fill revetment. Additionally, bank excavation immediately landward of the stone fill revetment will be required in specified locations for the purpose of constructing a pilot channel on the landward side of the revetment. Excavation of the bank will be to the dimensions shown in the drawings and construction schedule.

3.2.2 Excavation will be by floating plant with a dragline bucket or by other method as elected by the contractor and approved by the Contracting Officer. In cases where river stages and/or the width of the revetment prevent excavation by dragline to the dimension shown on the drawing and construction schedule, the contractor will not be required to complete the excavation. Material to be excavated is expected to consist primarily of sandy or clay soils with some gravel and occasional boulders. If, during excavation, it is found that the material to be excavated is of such a nature that excavation cannot be accomplished by a dragline bucket in a timely manner, the contractor will not be required to complete the excavation.

3.3 DISPOSAL OF EXCAVATED MATERIAL

Material excavated in accordance with the preceding paragraphs shall be disposed of by placing the excavated material on top of the bank adjacent to the excavation site or by placing the excavated material at the waterline of the structure being worked on.

3.4 BIDDING SCHEDULE ITEMS

Bidding schedule items applicable to this work are as follows:

ITEM	UNIT
Bank Excavation	cubic yard
(End of Section)	

SECTION 02310

DIKES

PART 1 GENERAL

1.1 SCOPE OF WORK

This section covers the requirements for construction and repair of stone fill dikes.

1.2 STONE PLACEMENT

Stone shall not be placed when the depth of water above the scheduled finish grade of the structure exceeds 5 feet, unless directed otherwise by the Contracting Officer.

PART 2 PRODUCTS

2.1 STONE

Stone shall conform to SECTION: DESCRIPTION AND MEASUREMENT OF MATERIALS.

PART 3 EXECUTION

3.1 STONE FILL DIKE

3.1.1 Stone Fill Dike Requirements

A stone fill dike shall consist of stone placed along the structure azimuth line to the cross section shown on the contract drawings and to such elevation, crown width, and between such stations specified on the construction schedule. The centerline of the stone fill shall coincide with the structure azimuth line, except where otherwise directed by the Contracting Officer, to take advantage of river stage and field conditions. The crest of the stone fill shall extend riverward to the terminus of the dike. The Contractor may use either floating or land equipment to place the stone. When using floating plant the Contractor shall have the option of using either mooring piles, anchors, spud barges, or other suitable methods approved by the Contracting Officer to obtain the proper configuration and alignment while placing stone. Care shall be exercised in placing the stone so as to eliminate segregation into sections of either excessively large or excessively small stone. Stone placed from floating plant shall be placed with equipment using a drag bucket or other suitable equipment approved by the Contracting Officer. When considered necessary by the Contracting Officer to prevent or reduce scour ahead of the fill, the stone shall be placed in lifts of such length and height as he may direct. All logs, snags, stumps, trees, and such other obstructions that would prevent uniform settling of the stone fill shall be removed from the area.

3.1.2 Contract Price

The cost of all plant, labor, and materials required to perform the work described in subparagraph titled "Stone Fill Dike Requirements" shall be included in the applicable contract price per ton.

3.2 STONE FILL ALONG PILE

3.2.1 Stone Fill

Stone shall be placed in and along the pile dike to the cross section shown on the contract drawings and to such elevation as specified on the construction schedule. The fill shall be constructed to a peak unless otherwise specified. The centerline of the stone fill shall coincide with the structure azimuth line, except where otherwise directed by the Contracting Officer, to take advantage of river stage and field conditions. The crest of the stone fill shall extend riverward to the terminus of the dike. The Contractor may use either floating plant or land equipment to place stone along piles in dike structures. When using floating plant the Contractor shall have the option of using either mooring piles, anchors, spud barges, or other suitable methods approved by the Contracting Officer to obtain the proper configuration and alignment while placing stone. Care shall be exercised in placing the stone so as to eliminate segregation into sections of either excessively large or excessively small stone. Stone placed from floating plant shall be shaped or placed by use of a dragline, dozer, or any other suitable type of equipment approved by the Contracting Officer. When considered necessary by the Contracting Officer to prevent or reduce scour ahead of the fill, the stone shall be placed in lifts of such length and height as he may direct. Extreme care shall be exercised when placing the fill so that the piles, stringers, clump bands, and string ties are not broken.

3.2.2 Contract Price

The cost of all plant, labor, and materials required for the placement of stone, as specified in subparagraph titled "Stone Fill" shall be included in the applicable contract price per ton.

3.3 BANK PROTECTION

3.3.1 General

When specified on the construction schedule, stone shall be placed at the landward end of a stone fill dike along the structure azimuth line, consisting of stone placed on the existing bank where rock is encountered or in a key trench excavated as specified in SECTION: EARTHWORK. When no rock is encountered at the landward end of a dike, the bank shall be protected by a bankhead extending upstream and downstream from the structure azimuth line as directed on the construction schedule. The bankhead will be obtained by placing trench fill, upper slope fill, and stone fill on the bank graded as specified in SECTION: EARTHWORK.

3.3.2 Stone Root

A stone fill with such crown width as specified on the construction schedule and side slopes equal to the natural angle of repose shall be placed from the landward slope of the key trench or high bank to the landward end of the stone fill dike as shown on the contract drawings. The stone root fill shall be placed in such a manner that the crest elevation of the stone root will slope from the elevation designated by the Contracting Officer, but not to exceed 13 feet above CRP at the landward end to an elevation of 3 feet above the crest elevation of the stone fill dike a juncture, unless otherwise specified.

3.3.3 Contract Price

The cost of all plant, labor, and materials required for placement of stone in stone root shall be included in the applicable contract price per ton.

3.4 BANKHEAD

3.4.1 Trench Fill

A fill consisting of stone shall be placed in the trench at the toe of the banks excavated as specified in SECTION: EARTHWORK. The fill shall be constructed to the elevation and cross section as shown on the contract drawings and shall consist of not less than 1 ton, nor more than 2 tons of stone per linear foot, unless otherwise specified on the construction schedule. The use of a dozer will not be permitted in placing stone dumped on the upper bank into the trench.

3.4.2 Upper Slope Fill

A fill consisting of stone shall be placed on the graded slope to a minimum depth normal to the slope of 8 inches at the top of the slope and increasing uniformly therefrom to a minimum depth of 12 inches where it abuts the trench fill. The upper slope fill shall be arranged uniformly with the larger stone at the bottom of the slope and the smallest stone at the top, and shall not exceed 8 tons per 100 square feet of upper slope fill. The Contractor shall rearrange the upper slope fill stone as necessary to conform to these specifications. The use of a dozer will not be permitted in placing the upper slope fill. The upper slope fill shall not be placed on the portion of the graded bank covered by the stone fill of the dike.

3.4.3 Stone Fill

The fill shall consist of stone placed on the graded slope along the structure azimuth line to the crown width and side slopes as shown on the contract drawings. The fill shall be placed in such a manner that the crest elevation of the stone fill will slope from the crest of the bankhead to the crest elevation of the stone fill dike unless otherwise directed.

3.4.4 Cutoff Trench

When a cutoff trench is specified on the construction schedule, stone shall be placed in the excavated cutoff trench to a cross section as shown on the contract drawings.

3.3.5 Contract Price

The cost of all plant, labor, and materials required for placement of stone, as described in paragraph titled "Bankhead", shall be included in the applicable contract price per ton.

(End of section)

SECTION 02320

REVETMENT

PART 1 GENERAL

1.1 SCOPE OF WORK

This section covers the requirements for construction and repair of toe trench revetment and stone fill revetment. The construction schedule will not distinguish between toe trench and stone fill revetment, however, stone fill revetment will comprise 95% of specified revetments to be repaired.

1.2 STONE PLACEMENT

Stone shall not be placed when the depth of water above the scheduled finished grade of the structure exceeds 5 feet, unless otherwise directed by the Contracting Officer.

PART 2 PRODUCTS

2.1 STONE

Stone shall conform to SECTION: DESCRIPTION AND MEASUREMENT OF MATERIALS.

PART 3 EXECUTION

3.1 TOE TRENCH REVETMENT**3.1.1 General**

Toe trench revetment shall be repaired when so ordered on the construction schedule. Toe trench revetment will be referred to simply as revetment in the construction schedule.

3.1.5 Juncture with Other Types of Revetment

Where toe trench revetment joins an existing structure and the alignment and riverward slopes of the stone fills in the structures are not the same, a transition shall be made by gradually adjusting the alignment and slope of the toe trench revetment over a distance of approximately 100 feet so that it conforms to the alignment and slope of the existing stone fill at the junction of the structures. The transition shall be made in a workmanlike manner and as directed by the Contracting Officer.

3.1.6 Intermittent Repair of the Trench Fill and Upper Slope Area of Revetment

Intermittent repair will consist of stone placed along the trench fill and/or upper slope area of the revetment to the elevation and cross section designated on the drawings for trench fill or upper slope, and as ordered on the construction schedule. When specified by the Contracting Officer, adjustment in the line and grade may be authorized to accomplish necessary repairs to conform to alignment and grade of undamaged sections. Trench fill and upper slope repair will not be performed when the river stage exceeds five (5) feet above CRP, unless otherwise directed by the Contracting Officer.

3.2 STONE FILL REVETMENT

3.2.1 General

Stone fill revetment shall be constructed or repaired when so ordered on the construction schedule, and shall consist of a stone fill placed as specified in the drawings and construction schedule. The Contractor has the option of using either mooring piles, anchors, spud barges, or other suitable methods approved by the Contracting Officer to obtain the proper configuration and alignment while placing stone.

3.2.2 Stone Fill

A fill consisting of stone shall be placed along the structure azimuth line to a cross section as shown on the contract drawings and to such elevation and crown width as specified on the construction schedule. Top elevation of repaired revetment may vary by plus or minus 1 foot from elevation specified in the construction schedule. The riverward slope shall be 1V on 1.5H and shall intersect the structure azimuth line 3 feet below CRP unless otherwise specified; minor irregularities will be permitted. The stone shall be placed in lifts of such height and length as the Contracting Officer may consider necessary to prevent or reduce scour ahead of the fill.

3.2.3 Juncture with Other Types of Revetment

Where stone fill revetment joins an existing structure and the alignment and the riverward slope of the stone fills in the structures are not the same, a transition shall be made by gradually adjusting the alignment and slope of the stone fill revetment over a slope of the existing stone fill at the junction of the structures. The transition shall be made in a workmanlike manner and as directed by the Contracting Officer.

3.3 CONTRACT PRICE

The cost of all plant, labor, and materials required for the placement of stone in revetments shall be included in the applicable contract price, per ton.

(End of Section)

SECTION 02330

NOTCH EXCAVATION

PART 1 GENERAL

1.1 SCOPE OF WORK

This section covers the requirements for excavation of notches in existing dikes and revetments. Contractor may not excavate notches when river stages exceed 10 feet above the bottom elevation of the notch unless approved by the contracting officer. Contractor will not be required to remobilize to re-excavate notches that have not been fully excavated due to adverse conditions.

1.2 STONE EXCAVATION

Excavation will be performed in existing dikes and revetments to the depths and dimensions specified in the construction schedule. Material to be excavated consists primarily of quarry run stone that has been in place in excess of ten years. Wooden piles may be encountered during excavation. Excavation of earth overburden will be required for the excavation of certain notches located adjacent to or into the high bank as specified in SECTION: EARTHWORK.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL**3.1.1 Methods**

Excavation will be by dragline bucket or by other methods as elected by the contractor and approved by the contracting officer. If, during excavation, it is found that the material to be excavated is of such a nature that excavation cannot be accomplished in a timely manner by a dragline bucket, contractor will not be required to complete the excavation.

3.1.2 Salvage of Stone Fill

Excavated stone will be salvaged and used as stone fill in dikes and revetments in the immediate vicinity of the notch being excavated. Contractor will not be paid separately for placement of salvaged stone.

3.1.3 Contract Price

The cost of all plant, labor, materials required for the excavation, salvage, and placement of stone shall be included in the applicable contract price, per cubic yard, for Notch Excavation.

3.2 MEASUREMENT

Excavation quantities will be estimated by the government representative prior to excavation by use of the double end area method of calculating quantities. If excavation of notch is not accomplished to the lines and grade specified in the schedule due to adverse conditions, contractor will be paid for actual quantities excavated.

3.3 BIDDING SCHEDULE ITEMS

Bidding schedule items applicable to work in this section are as follows:

<u>ITEM</u>	<u>UNIT</u>
Notch Excavation	cubic yard

(End of Section)

DIVISION 3 – CONCRETE
THRU
DIVISION 16 – ELECTRICAL
NOT APPLICABLE

CONSTRUCTION SCHEDULE

STRUCTURE	RIVER MILE	BANK	BEGINNING STATION	ENDING STATION	HEIGHT (CRP)	LENGTH	TONS	STONE FILL TONS	NOTCH EXCAVATION	NOTCH EXCAVATION	BANK EXCAVATION
								LI 0001	LI0002	LI0003	LI0004
Dike 10.91	11	RIGHT	0+50	1+50	-3	100			300		
DIKE 11.27	11.3	RIGHT	1+45	2+45	-3	100			600		
DIKE 11.35	11.4	RIGHT	3+40	4+40	-3	100			300		
DIKE 12.1	11.9	RIGHT	8+00	9+00	-3	100			300		
DIKE 12.5	12.4	RIGHT	15+00	16+00	-3	100			400		
DIKE 13.2-A	12.9	RIGHT	3+50	4+50	-3	100			600		
DIKE 13.6-A	13.3	RIGHT	3+00	4+00	-3	100			600		
DIKE 13.6	13.5	RIGHT	11+20	12+20	-3	100			600		
DIKE 13.79	13.6	RIGHT	2+20	3+20	-3	100			600		
			3+20	5+00	3	180	1000				
DIKE 13.9	13.9	RIGHT	13+60	14+60	-3	100			400		
DIKE 14.5	14.4	RIGHT	17+00	18+00	-3	100			600		
DIKE 15.35	15	RIGHT	7+00	8+00	-3	100			400		
			8+00	15+30	3	730	3,000				
DIKE 17.05	16	RIGHT	25+75	28+75	-1	300	900	900			
DIKE 17.6	16.8	LEFT	9+92	12+10	-1	218	600	600			
DIKE 18.3-B	17.5	RIGHT	2+00	2+60	-3	60	0		350		
DIKE 18.3	17.6	RIGHT	8+00	8+60	-3	60			300		
DIKE 18.55	17.7	RIGHT	7+00	7+60	-3	60			300		
DIKE 18.8	18.2	LEFT	6+00	7+00	3	100	300				
			7+00	7+50	-3	50	0		200		
			7+50	11+70	3	420	1200				
			11+70	14+30	-1	260	700	2200			
DIKE 20.1	19.2	LEFT	1+00	1+50	-3	50			300		
DIKE 20.2	19.4	LEFT	7+50	9+50	-1	200	600	600			
DIKE 20.7	20.2	LEFT	5+35	7+00	3	165	400				
			7+00	7+50	-3	50	0		200		
			7+50	9+90	3	240	700				
			10+53	11+80	-1	127	400	1500			
DIKE 21.4	20.8	LEFT	8+00	8+50	-3	50	0		200		
DIKE 22.0	21.4	RIGHT	7+00	7+60	-3	60			300		
DIKE 22.15	21.5	RIGHT	3+00	3+60	-3	60			300		
DIKE 22.4	21.9	RIGHT	11+00	11+60	-3	60			300		
DIKE 22.7	22.1	RIGHT	2+50	3+25	-3	75			400		
			3+25	5+95	4	270	780				
			5+95	7+46	-1	151	400	1180			
DIKE 24.5	23.2	RIGHT	39+00	39+75	-3	75	0		400		

REVET 27.1	24.5	LEFT	115+10	115+60	-3	50			300		
DIKE 26.5	26	LEFT	7+20	9+50	-1	230	1000	1000			
DIKE 26.75	26.3	LEFT	4+00	4+75	-3	75	0		400		
DIKE 27.2	26.7	RIGHT	7+50	8+50	4	100	300				
			8+50	9+25	-3	75	0		200		
			9+25	11+20	-1	195	700	1000			
REVET 28.1-A	26.6	LEFT	37+00	38+00	-4	100			400		

DIKE 30.5	30	LEFT	14+00 14+75 13+79	14+75 17+22 11+19	-3 3 -1	75 247 260	0 900 800	1700	200
DIKE 30.6	30.1	LEFT	5+00	5+75	-3	75	0		200
DIKE 30.7	30.4	LEFT	5+00	5+75	-3	75	0		200
DIKE 30.81	30.5	LEFT	0+45 3+14	1+10 5+64	-3 -1	65 250	0 750	750	
DIKE 33.7	33.1	RIGHT	5+00 8+30	8+30 10+90	3 -1	330 260	900 700	1600	
DIKE 33.9	33.7	RIGHT	35+50 41+00	36+25 41+50	-3 -3	75 50	0		250 250
REVET37+25	35.2	RIGHT	60+50 47+00	61+25 47+50	-3 -3	75 50	0 0		400 300
DIKE 37.45	37.5	LEFT	13+00	13+50	-3	50	0		250
REVET 38.5	38	LEFT	39+10	39+70	-3	60	0		200
DIKE 38.05	38	RIGHT	10+50	11+00	-3	50	0		230
DIKE 38.4	38.4	RIGHT	10+70 14+10	11+20 14+30	-3 -3	50 20			400
REVET 40.6-A	38.8	RIGHT	84+60 66+00 60+00 58+70 50+00 49+00 41+00	88+49 66+70 60+50 59+40 50+50 49+70 41+50	5 -3 -3 -3 -3 -3 -3	389 70 50 70 50 70 50	2400	2400	1600
DIKE 40.8	40.6	RIGHT	11+00	11+50	-3	50	0		230
REVET 40.6-A	40.6	RIGHT	0+00	0+50	-3	50	0		230
DIKE 41.0	40.8	RIGHT	18+00 21+95	18+70 24+09	-3 -1	70 214	0 1000	1000	350
DIKE 41.7	41.3	RIGHT	7+00	7+50	-3	50			250
DIKE 42.1	41.8	RIGHT	0+00 5+00 5+30	0+50 5+30 7+55	-3 -3 0	50 30 225	0 0 700	700	200 200
DIKE 43.2	42.6	RIGHT	21+50 18+00	22+00 18+50	-3 -3	50 50	0		150 400
DIKE 43.8	43.4	RIGHT	6+50	7+00	-3	50			350
DIKE 44.5	44.3	RIGHT	5+50	6+00	-3	50			350
REVET 45.9	44.5	RIGHT	48+40	49+40	-3	100	0		500
DIKE 44.7	44.5	RIGHT	4+30	4+80	-3	50			300
DIKE 45.0	44.8	RIGHT	35+00	35+75	-3	100	0		500
DIKE 45.1	44.8	LEFT	11+50	12+00	-3	50			400
DIKE 45.13	44.9	RIGHT	5+50	6+00	-3	50			400
DIKE 45.15	45.1	RIGHT	1+20	1+70	-3	50			400

REKET49.6	45.3	LEFT	192+00	196+43	5	443	1900	1900			
DIKE 45.3	45.3	LEFT	9+30	9+80	-3	50			350		300
DIKE 45.35	45.4	LEFT	3+00	3+50	-3	50			300		300
DIKE 45.45	45.4	LEFT	0+00	0+50	-3	50			350		300
DIKE 45.9	45.5	RIGHT	11+20	11+70	-3	50			350		300
REKET 49.6	45.7	LEFT	153+00	153+75	-3	75	0		200		
			172+00	172+75	-3	75	0		350		1500
			181+00	181+50	-3	50	0		150		

DIKE 46.6	45.7	RIGHT	20+00 21+00	21+00 25+00	-3 -3	100 400		3000	600	300
DIKE 46.65	46	RIGHT	10+50	11+50	-3	100			600	300
DIKE 46.7	46.3	RIGHT	19+00	21+00	-3	200			600	300
DIKE 47.0	46.4	RIGHT	4+00	5+00	-3	100			600	300
DIKE 47.2	46.8	RIGHT	12+00 13+00	13+00 15+00	-3 3	100 200		1000	600	300
DIKE 47.9	47.2	RIGHT	3+00	4+00	-3	100			600	300
DIKE 48.1	47.4	RIGHT	0+00	1+20	-4	120			600	300
DIKE 48.3	47.7	RIGHT	4+00	4+70	-3	70			600	
DIKE 50.3	49.6	LEFT	6+00	6+70	-4	70			600	
REVET 50.56	49.8	RIGHT	1+00	2+00	-3	100			600	
DIKE 50.75	50	RIGHT	15+00	15+70	-3	70			400	
DIKE 50.95	50.4	RIGHT	9+00	9+70	-3	70			600	
DIKE 51.5	51	RIGHT	9+00	9+50	-3	50			600	
DIKE 51.85	51.1	RIGHT	9+50	10+20	-3	70			400	
DIKE 52.0	51.3	RIGHT	8+50	9+20	-3	70			450	
DIKE 52.4	51.4	RIGHT	0+00	0+50	-6	50			300	
REVET 52.95	51.5	RIGHT	37+00 39+00	38+00 40+00	-3 -3	100 100			900	
DIKE 52.9	52.2	LEFT	18+00 23+02	18+50 25+22	-3 -1	50 220	0 800	800	100	
DIKE 53.2	52.9	RIGHT	6+00	6+70	-3	70			350	
DIKE 53.9	53.5	LEFT	10+00	12+00	-5	200			600	
DIKE 54.1	53.8	LEFT	8+00	9+00	-3	100			500	
DIKE 54.3	54.1	LEFT	4+20	4+95	-3	70			400	
DIKE 54.25	54	RIGHT	6+00	6+50	-3	50			400	
DIKE 55.1-A	54	RIGHT	3+40	3+90	-3	50			400	
DIKE 55.1	54	RIGHT	21+50	22+00	-3	50			400	
DIKE 55.4	54.3	RIGHT	5+00	5+50	-3	50			500	
DIKE 56.6	54.9	RIGHT	10+50	10+90	-5	40			600	
DIKE 57.4	55.2	RIGHT	13+50	13+90	-5	40			600	
DIKE 55.9	54.5	RIGHT	5+19	7+19	-1	200	600	600		
DIKE 58.5	56	RIGHT	7+00 10+50 10+90	7+50 10+90 13+52	-3 -4 -1	50 40 162		700	200 200	
DIKE 59.6	57	LEFT	21+00 21+42	21+42 23+54	-3 -1	42 212	0 850	850	200	
REVET 61.5	57	RIGHT	60+00	60+75	-3	75	0		400	
DIKE 59>3	57	RIGHT	4+00	4+60	-3	60	0		300	

DIKE 61.4	58.2	LEFT	15+00	15+50	-3	50	0		350		
REVET 62.0-A	58.2	LEFT	20+00	21+00	-3	100					
			25+50	26+00	-3	50			500		
DIKE 63.1	60	RIGHT	24+00	24+70	-3	70	0		400		
DIKE 63.2	60.2	RIGHT	7+00	7+50	-3	50			300		
DIKE 65.85	63	LEFT	10+00	10+50	3	50	200				
			10+50	11+50	-3	100	0		400		
			11+50	12+43	3	103	400				
			12+53	15+03	-1	250	600				
								1200			
]			
DIKE 67.0	64.1	LEFT	14+48	16+13	-1	165	500	500			

DIKE 67.6	64.7	LEFT	22+00	23+00	3	100	150					
			23+00	23+75	-3	75	0				240	
			23+75	26+76	3	301	1400					
			26+76	27+06	-3	30	0				300	
			27+06	29+21	-1	215	700					
								2250				
DIKE 68.65	65.9	RIGHT	12+70	10+23	-1	247	800	700				
			9+00	9+50	-4	50					400	
DIKE 69.2	66.3	RIGHT	5+46	7+93	-1	247	600	600				
REVET 71.2-A	67	RIGHT	48+00	50+00	4	200	1200					
			50+00	51+00	-2	100	0				400	
			51+00	53+19	4	219	1000					
			60+34	63+00	4	300	1500					
			63+00	64+00	-2	100	0				300	
			64+00	66+34	4	234	1400					
			73+65	78+65	4	500	2000					
								7100				
DIKE 70.5	67.8	LEFT	5+06	7+00	3	198	600					
			7+00	8+00	-3	100	0				300	
			8+00	9+85	3	185	600					
			9+85	12+34	-1	249	700					
								1900				
DIKE 71.1	68.3	LEFT	14+51	17+07	-1	256	2000	2000				
DIKE 71.8	68.8	RIGHT	0+00	4+00	0	400	4000	4000				
REVET 78.1	69.8	LEFT	244+50	247+04	5	254	1500	1500				
DIKE 73.1	70.1	RIGHT	0+50	3+38	-1	288	1000	1000				
DIKE 77.0	73	RIGHT	18+00	18+50	-3	-3	50	0			50	
			18+50	21+14	-1	264	700	700				
REV 79.15	74.4	RIGHT	38+50	41+04	5	254	1800	1800				
DIKE 78.8	74.8	LEFT	8+50	9+00	-3	50	0				250	
			9+00	11+70	-1	270	800	800				
DIKE 79.2	75.2	LEFT	14+44	17+19	-1	275	800	800				
DIKE 81.6	77	RIGHT	7+50	8+00	-3	50					400	
DIKE 81.9	77.3	RIGHT	8+50	9+00	-3	50					300	
DIKE 82.1	77.5	RIGHT	10+00	10+50	-3	50					300	
DIKE 83.9	79.3	LEFT	7+30	10+25	-1	295	900	900				
REVET 85.95	80	LEFT	66+00	71+07	5	500	2500					
			50+00	56+00	3	600	3500	6000				
DIKE 84.7	80	LEFT	26+00	26+50	-3	50						
			29+00	29+50	-3	50					400	
DIKE 87.4	82.4	RIGHT	4+00	4+50	-3	50					350	
REVET 88.06	82.4	RIGHT	40+00	40+50	-3	50						
			21+10	21+60	-3	50						
			17+00	17+50	-3	50					600	
REVET 91.5	85.5	RIGHT	52+00	56+59	5	459	2500	2500				
DIKE 92.35	87.1	RIGHT	4+00	6+00	-1	200	600	600				
DIKE 91.6	86.6	LEFT	1+00	1+50	-3	50						
			4+00	4+50	-3	50					450	
DIKE 91.75	86.7	LEFT	1+00	1+50	-3	50						
			4+00	4+50	-3	50					450	

DIKE 91.9	86.9	LEFT	1+00	1+60	-3	60			400		
DIKE 92.15	87.2	LEFT	1+00	1+50	-3	50			350		
DIKE 92.8	87.3	RIGHT	24+00	24+70	-3	70	0		250		
			25+56	27+56	-1	200	900	900			
DIKE 93.3	87.8	RIGHT	20+15	20+65	-4	50			300		
DIKE 94.18	88.8	LEFT	0+90	1+50	3	60	240	240			
			1+50	2+00	-3	50	0		230		
DIKE 94.85	89	LEFT	1+00	1+50	-4	50			400		

DIKE 95.4	89.4	LEFT	1+00	1+50	-4	50			400		
DIKE 95.5	89.7	LEFT	2+70	3+20	-4	50			200		
REKET	95.6	RIGHT	0+00	1+00	-3	100			400		
DIKE 294.5	288.2	RIGHT	2+00	3+15	3	115	400				
			3+15	3+35	-3	20	0		100		
			3+35	4+65	-1	130	300	940			
DIKE 95.4	89.3	LEFT	1+00	1+50	-3	50	0		230		
			4+30	4+50	-3	20	0		100		
			4+50	6+20	-1	170	500	500			
DIKE 100.4	95.3	RIGHT	3+00	3+50	-4	50			300		
DIKE 100.75	95.3	RIGHT	2+00	2+50	-4	50			250		
DIKE 100.96	95.4	RIGHT	0+50	1+00	-3	50	0		230		
			1+00	3+96	5	296	1500	1500			
REKET 101.14	95.4	RIGHT	12+79	17+29	5	450	2000	2000			
DIKE 101.12	95.5	RIGHT	0+50	1+00	-3	50			400		
DIKE 101.6	95.6	LEFT	24+00	24+50	-3	50			400		
			30+17	31+67	-1	150	600	600			
DIKE 101.6	95.8	LEFT	20+00	22+00	3	200	750				
			22+00	23+00	-3	100			200		
			23+00	27+00	3	400	500				
			27+00	28+50	-3	150			200		
			28+50	31+67	-1	317	750	2000			
DIKE 102.95	97.2	RIGHT	3+00	4+00	-3	100			450		
DIKE 103.76	98	LEFT	2+50	3+10	-3	60			300		
DIKE 104.0	98.2	LEFT	7+00	7+60	-3	60			300		
REV 104.04	98.2	RIGHT	2+00	7+00	4	500		2000			
DIKE 106.1	100.2	RIGHT	0+50	1+00	-3	50			400		
DIKE 106.25	100.3	RIGHT	3+00	3+50	-3	50			400		
DIKE 106.4	100.6	RIGHT	4+50	5+00	-3	50			400		
DIKE 106.5	100.7	RIGHT	6+50	7+00	-3	50			400		
DIKE 106.65	100.9	RIGHT	8+00	8+50	-3	50			400		
DIKE 106.9	101.1	RIGHT	7+00	7+50	-3	50			300		
DIKE 107.4	101.5	RIGHT	4+00	4+50	-3	50			400		
DIKE 107.6	101.8	RIGHT	4+00	4+50	-3	50			400		
DIKE 109.25	103.2	RIGHT	0+08	0+60	5	52	300				
			0+60	1+20	-3	60	0		230		
			1+20	4+60	5	340	1500	1800			
REKET 109.45	103.2	RIGHT	12+60	18+00	5	540	2500				
			18+00	19+00	-2	100	0		150		
			19+00	22+06	5	306	1500	4000			
DIKE 110.8	104.8	LEFT	2+00	3+00	3	100	1500	1500			
DIKE 111.65	105.4	RIGHT	7+90	9+90	-1	200	600	600			
DIKE 114.75	108.5	RIGHT	18+32	20+32	-1	200	600	600			

REV 117.5A	111.3	LEFT	7+00	12+00	0	500			2000		
REVET 119.6	112.5	LEFT	53+00	60+00	0	700			1500		3000
DIKE 119.35	113.3	RIGHT	2+95	5+95	-1	300	900	900			
DIKE 120.4	114	RIGHT	6+50	8+00	-1	150	400	400			
DIKE 125.5-C	117.8	LEFT	2+15	4+80	-1	265	900	900			
DIKE 127.2-A	120	RIGHT	4+00	5+00	-3	100			500		
DIKE 127.2	120.4	RIGHT	9+00	10+00	-3	100			500		
DIKE 127.65	120.8	RIGHT	5+00	6+00	-3	100			500		

DIKE 128.1	121.3	LEFT	7+00 8+00 8+75	8+00 8+75 12+79	3 -3 3	100 75 404	400 0 1200		200			
DIKE 129.0	122.1	LEFT	8+00	13+19	5	519	2000	1600 2000				
REVET 131.3	122.1	LEFT	128+29	133+29	5	500	2500					
DIKE 131.8	125.2	LEFT	5+00 5+59 6+10 7+13	5+59 6+10 7+13 8+90	3 -3 3 -1	59 51 103 177	200 0 400 600		100			
DIKE 132.05	125.3	RIGHT	2+00	3+00	-3	100			500			200
DIKE 132.2	125.4	RIGHT	11+00	12+00	-3	100			400			200
DIKE 132.35	125.6	RIGHT	1+50	2+50	-3	100			500			200
DIKE 132.5	125.8	RIGHT	4+00	5+00	-3	100			500			200
Dike 132.4	125.7	LEFT	8+00 9+00 10+00 15+07 15+60	9+00 10+00 15+07 15+60 18+17	3 -2 3 -3 -1	100 100 507 53 257	300 0 1500 0 800		300 50			
DIKE 133.1	126.3	LEFT	23+00	24+80	-1	180	400	2600 400				
REVET 135.65	127	LEFT	92+50	96+32	3	380	2000	2000				
DIKE 137.95	131	RIGHT	3+50	4+50	-3	100			600			200
DIKE 138.2	131.3	RIGHT	4+50	5+50	-3	100			600			200
DIKE 138.51	131.6	RIGHT	5+00	6+00	-3	100			600			200
DIKE 138.81	132	RIGHT	5+00	6+00	-3	100			600			200
DIKE 139.1	132.3	RIGHT	3+00	4+00	-3	100			600			200
3- CHEVRONS	132	RIGHT	0+00	6+00	1	600		6000				
DIKE 139.5	132.6	RIGHT	4+00	5+00	-3	100			500			200
DIKE 138.81	132	RIGHT	5+20 5+90 7+30	5+90 7+30 9+63	-3 2 -1	70 140 233	0 500 700		500			200
DIKE 140.0	133	LEFT	5+00 5+50 7+63 7+83	5+50 7+63 7+83 10+45	-3 2 -5 -1	50 213 20 262	0 800 0 700		350 0			
DIKE 141.0	133.8	LEFT	15+29	17+74	-2	245	600	1500 600				
DIKE 141.45	134.1	LEFT	12+00 14+00 15+00	14+00 15+00 17+15	2 -3 -2	200 100 215	600 0 400		200			
DIKE 142.1	135	RIGHT	0+50 1+50 2+25 4+55	1+50 2+25 4+55 7+05	2 -3 2 -2	100 75 230 250	300 0 600 700		300			
DIKE 142.25	135.3	RIGHT	4+50	6+50	-2	200	500	1600 500				
DIKE 143.65	135.5	RIGHT	6+70	8+91	-2	221	700					

REV 144.6	136.1	RIGHT	3+00	9+00	4	600	2000	2000				
DIKE 143.3	136.2	LEFT	7+88	10+08	-2	220	500	500				
REVET 145.95	137.8	LEFT	53+50	54+00	-3	50	0		300			
			54+00	56+50	4	250	700					
			56+50	57+00	-3	50	0		100			
			57+00	60+00	4	300	1000					
			63+70	69+22	4	551	2000					
			76+50	82+17	5	567	2500					
								6200				

DIKE 146.6	139.5	LEFT	12+18	14+58	-2	240	700	700			
DIKE 187.37	179.8	RIGHT	0+00	1+00	-5	100				400	200
REV 188.7	180.5	RIGHT	40+00	41+00	-3	100					
			44+00	45+00	-3	100					
			47+00	48+00	-3	100					
			50+00	51+00	-3	100				1300	
DIKE 189.5	182.1	RIGHT	2+00	3+00	-4	100				300	100
DIKE 189.7	182.2	RIGHT	0+00	1+50	-4	150				500	100
DIKE 190.7	182.3	RIGHT	42+00	43+00	-4	100				500	200
DIKE 190.1	182.8	RIGHT	4+00	5+00	-4	100				500	200
DIKE 190.7	183	RIGHT	26+00	27+00	-4	100				400	200
DIKE 190.95	183.2	RIGHT	6+00	7+00	-4	100				400	300
DIKE 191.2	183.5	RIGHT	8+20	9+00	-4	80				500	300
REV 192.65	184	RIGHT	52+00	53+00	-4	100					
			58+00	59+00	-4	100					
			62+00	63+00	-4	100				900	
DIKE 191.85	184.3	LEFT	7+00	7+66	-4	66				500	
DIKE 192.3	184.6	LEFT	4+60	5+10	-3	50				500	
DIKE 192.6	184.7	LEFT	3+00	3+50	-3	50					
			3+50	3+75	-4	25				500	
DIKE 192.7	185	LEFT	1+00	1+60	-3	60				260	
DIKE 192.8	185.1	LEFT	0+50	0+90	-3	40				300	
DIKE 194.75	186.3	RIGHT	30+00	31+00	-4	100				400	
REVET 197.1	187.8	RIGHT	55+00	55+75	-3	75					
			63+00	63+75	-3	75				400	
DIKE 199.1	190.7	RIGHT	7+00	8+00	-4	100				400	300
DIKE 199.4	190.8	RIGHT	6+00	7+00	-4	100				400	300
DIKE 199.65	191	RIGHT	7+00	8+00	-4	100				500	200
DIKE 200.0	191.3	RIGHT	10+00	11+00	-4	100				500	200
DIKE 200.05	191.7	RIGHT	4+50	5+50	-4	100				500	200
DIKE 200.2	191.8	RIGHT	7+00	8+00	-4	100				400	200
DIKE 200.3	191.9	RIGHT	5+50	6+50	-4	100				400	200
DIKE 200.4	192	RIGHT	3+00	4+00	-4	100				400	200
DIKE 202.4	193.6	LEFT	1+50	2+50	-4	100				500	200
DIKE 202.6	193.7	LEFT	6+00	7+00	-4	100				400	200
DIKE 202.7	193.9	LEFT	6+00	7+00	-4	100				400	200
DIKE 202.9	194	LEFT	4+00	5+00	-4	100				400	200
DIKE 220.45	210.46	RIGHT	2+80	3+27	-4	47				500	
DIKE 222.1	211.2	RIGHT	3+60	4+10	-4	50				500	
DIKE 222.9	212.1	RIGHT	0+20	0+70	-4	50				500	
REV 227.51	217	RIGHT	3+00	3+75	-3	75					

			10+00	10+75	-3	75							
			20+00	20+75	-3	75							
			30+00	30+75	-3	75						1500	
DIKE 246.6	235.1	RIGHT	6+00	6+50	-4	50						350	
DIKE 246.7	235.3	RIGHT	4+00	4+50	-4	50						350	
DIKE 246.8	235.4	RIGHT	3+50	4+00	-4	50						300	
DIKE 249.8	239	RIGHT	14+00	14+50	-4	50						300	
DIKE 250.3	239.3	LEFT	5+50	6+00	-3	50						300	
DIKE 250.5	239.5	LEFT	4+00	4+50	-3	50						300	

DIKE 250.4	239.5	RIGHT	0+30	0+80	-3	50				300	
DIKE 250.6	239.6	RIGHT	6+00	6+60	-3	60				300	
DIKE 250.9	239.7	RIGHT	3+75	4+35	-3	60				250	
DIKE 251.0	240	RIGHT	1+70	2+20	-3	50				250	
REVET 253.6	240.1	RIGHT	97+00	97+70	-3	70				600	
			90+00	90+70	-3	70					
DIKE 252.3	241	RIGHT	0+50	1+00	-3	50				250	
DIKE 252.1	240.9	RIGHT	0+00	0+50	-3	50				250	
DIKE 266.2	257.5	RIGHT	8+00	8+70	-3	70				250	
DIKE 266.3	257.6	RIGHT	1+50	2+10	-3	60				300	
DIKE 266.4	257.9	RIGHT	5+00	5+60	-3	60				350	
DIKE 266.5	258	RIGHT	2+20	2+70	-3	50				270	
DIKE 276.85	268	RIGHT	9+00	9+50	-3	50				200	
DIKE 277.85	269.2	RIGHT	4+50	4+80	-3	30				150	
DIKE 276.31	270	RIGHT	0+00	0+50	-3	50				270	
DIKE 276.31	270.2	RIGHT	5+00	5+50	-3	50				250	
DIKE 276.51	270.4	RIGHT	4+00	4+50	-3	50				350	
			5+80	6+00	-4	20					
DIKE 278.9	270	RIGHT	0+00	0+30	-3	30				400	
DIKE 281.4	271.4	RIGHT	15+40	15+70	-3	30				250	
DIKE 281.6	271.7	RIGHT	4+50	5+20	-3	70				400	
REVET 284.1	272	RIGHT	120+00	120+75	-3	75				300	
REVET 289.02	280	LEFT	50+00	50+50	-3	50				1000	
			42+00	42+50	-3	50					
			35+00	35+50	-3	50					
			30+00	30+50	-3	50					
DIKE 289.71	282	RIGHT	8+50	9+00	-4	50				150	
REVET 359.4	339.6	RIGHT	59+00	59+70	-3	70				300	
REVET 370.75	351	RIGHT	60+00	60+75	-3	75				1000	
			66+00	66+50	-3	50					
			69+00	69+50	-3	50					
DIKE 370.2	351	LEFT	7+30	7+90	-4	60				150	
DIKE370.62	351.3	LEFT	1+00	2+00	-5	100				400	
DIKE 377.3	354	RIGHT	13+00	13+75	-4	75				350	
DIKE 377.5	354.1	RIGHT	9+00	9+75	-4	75				350	
DIKE 377.69	354.3	RIGHT	8+00	8+75	-4	75				350	
DIKE 380.1	356.8	RIGHT	8+00	8+50	-4	50				100	
REVET 383.3-A	358	RIGHT	35+00	36+00	-4	100					
			85+00	85+70	-4	70					

			89+00	90+00	-4	70				800		
DIKE 383.1	358.4	LEFT	6+00	6+50	-4	50						
DIKE 383.2	358.7	LEFT	4+50	5+00	-4	50				300		
DIKE 383.5	358.7	RIGHT	8+50	9+00	-4	75				350		

DIKE 383.75	359.1	RIGHT	12+50	13+25	-4	75				350	
DIKE 384.3	359.5	RIGHT	8+50	9+00	-4	75				350	
DIKE 384.55	359.9	RIGHT	9+00	9+75	-4	75				350	
DIKE 384.8	360.5	RIGHT	3+00	3+75	-4	75				350	
DIKE 384.9	360.5	RIGHT	3+00	3+75	-4	75				350	
DIKE 385.1	360.8	RIGHT	8+00	8+75	-4	75				350	
DIKE 385.4	361.1	RIGHT	7+50	8+25	-4	75				350	
DIKE 385.7	361.5	RIGHT	3+20	3+95	-4	75				350	
DIKE 385.8	361.8	RIGHT	1+00	1+75	-4	75				300	
DIKE 386.7	362	RIGHT	14+00	14+75	-4	75				350	
DIKE 387.0	362.5	RIGHT	5+00	5+75	-4	75				350	
DIKE 387.3	362.8	RIGHT	9+00	9+75	-4	75				350	
REVET 391.9	363.3	RIGHT	245+15	246+15	-4	100				300	
DIKE 388.62	364	LEFT	4+00	4+50	-4	50				300	
DIKE 388.7	364.2	LEFT	4+00	4+50	-4	50				400	
DIKE 388.85	364.3	LEFT	4+00	4+50	-4	50				400	
DIKE 389.0	364.5	LEFT	4+00	4+50	-4	50				400	
DIKE 389.1	364.7	LEFT	4+50	5+00	-4	50				400	
DIKE 389.3	364.8	LEFT	2+00	2+50	-4	50				400	
DIKE 389.5	365	LEFT	3+20	3+70	-4	50				400	
DIKE 389.7	365.1	LEFT	3+00	3+50	-4	50				400	
DIKE 389.8	365.4	LEFT	3+00	3+50	-4	50				400	
DIKE 389.97	365.5	LEFT	4+00	4+50	-4	50				400	
DIKE 390.15	365.6	LEFT	4+50	5+00	-4	50				400	
DIKE 390.35	366	LEFT	4+50	5+00	-4	50				400	
DIKE 391.3	366.8	LEFT	10+50	11+00	-4	50				400	
DIKE 408.6	382.7	LEFT	23+50	24+00	-3	50				250	
REVET 410.3	382.8	LEFT	125+50	126+00	-3	50				600	
			130+00	130+50	-3	50					
DIKE 422.55	397.4	LEFT	7+50	8+00	-3	50				300	
DIKE 422.7	397.5	LEFT	6+76	7+26	-3	50				300	
DIKE 423.4	398.2	RIGHT	6+00	6+50	-3	50				0	
DIKE 423.45	398.3	RIGHT	3+00	3+50	-3	50				190	
DIKE 423.55	398.5	RIGHT	2+00	2+50	-3	50				250	
DIKE 423.6	398.6	RIGHT	2+00	2+50	-3	50				300	
DIKE 426.45	401	RIGHT	5+50	6+00	-3					180	
DIKE 426.75	401.3	RIGHT	8+50	9+00	-3	50				200	

DIKE 427.35	401.7	RIGHT	9+00	9+50	-3	50				160	
DIKE 427.7	402	RIGHT	5+50	6+00	-3	50				150	
DIKE 429.3	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 429.6	405	RIGHT	5+00	5+50	-3	50				400	
DIKE 430.1	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 430.3	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 430.55	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 430.6	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 430.7	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 430.78	405	RIGHT	5+00	5+50	-3	50				300	

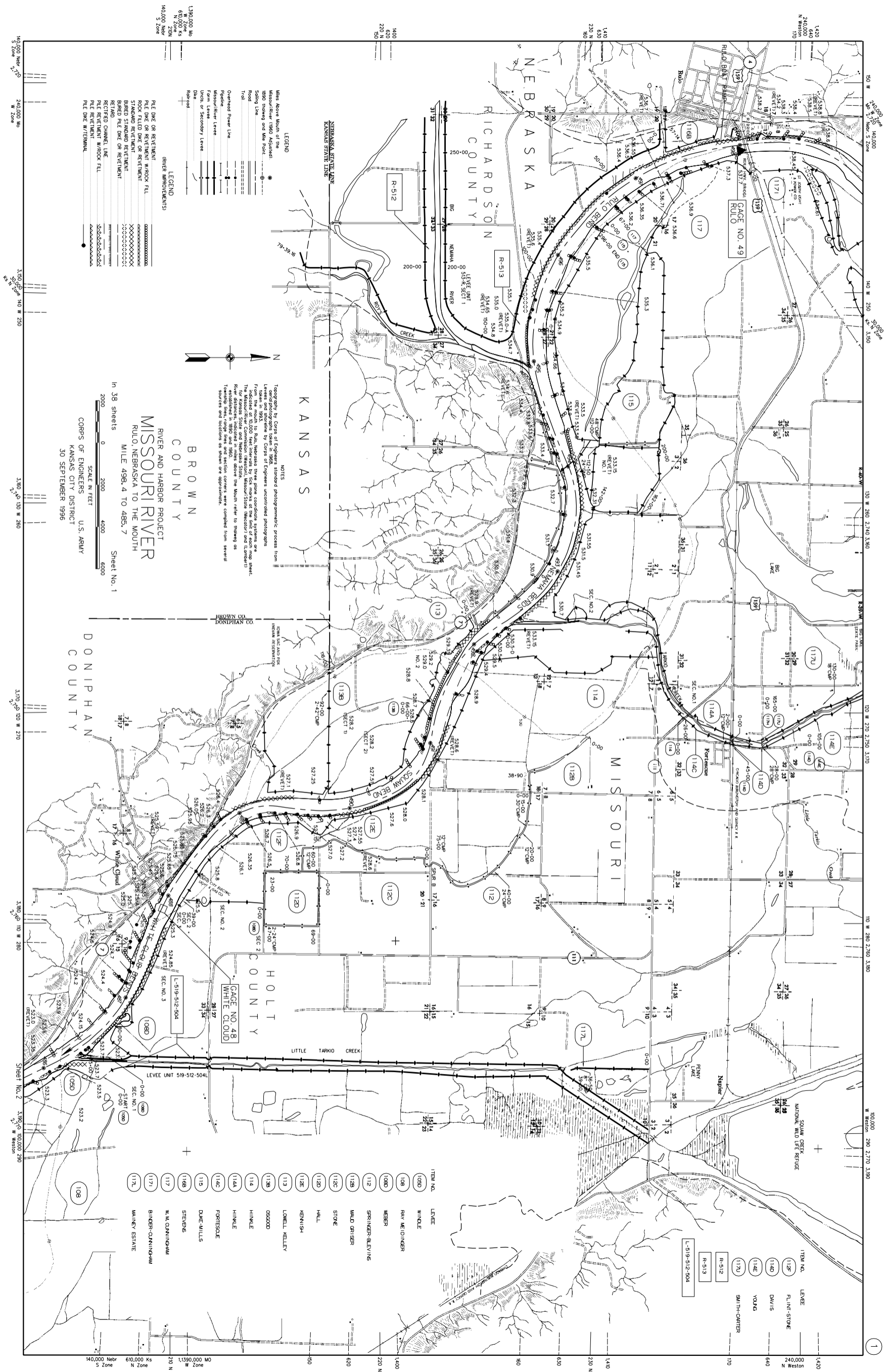
DIKE 430.8	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 430.9	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 431.2	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 431.25	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 431.51	405	RIGHT	5+00	5+50	-3	50				300	
DIKE 431.56	405	RIGHT	5+00	5+50	-3	50				300	
REKET 432.45	405.4	RIGHT	66+00	66+50	-3	50				250	
REKET 450.25	425	RIGHT	76+15	76+85	-3	70					
			74+00	74+70	-3	70					
			72+00	72+70	-3	70					800
										1500	
DIKE 450.4	426	RIGHT	7+00	7+50	-3	50				200	200
DIKE 450.71	425.8	RIGHT	13+50	14+00	-3	50				350	200
DIKE 451.2	426.2	RIGHT	6+30	6+80	-3	50				300	200
DIKE 451.35	426.7	RIGHT	3+00	3+50	-3	50				200	200
DIKE 451.5	426.8	RIGHT	26+00	26+50	-3	50				250	200
DIKE 453.0	427	RIGHT	3+00	3+50	-3	50				300	200
DIKE 454.0	427.3	RIGHT	2+50	3+00	-3	50				250	200
DIKE 456.9	427.8	RIGHT	26+49	26+99	-3	50				200	200
DIKE 457.2	428.1	RIGHT	1+75	2+25	-3	50				200	200
DIKE 457.5	428.2	RIGHT	13+80	14+30	-3	50				200	
DIKE 474.1	443	RIGHT	3+50	4+00	-3	50				100	
DIKE 478.26	447.4	RIGHT	4+30	4+70	-3	50				180	
DIKE 478.4	447.5	RIGHT	7+00	7+68	-3	78				200	
DIKE 478.4	447.5	RIGHT	4+50	5+00	-3	50				150	
DIKE 478.6	447.7	RIGHT	3+50	4+00	-3	50				180	
DIKE 478.8	447.9	RIGHT	4+00	4+50	-3	50				180	
DIKE 479.3	448.5	RIGHT	0+30	0+80	-3	50				150	
DIKE 479.6	449	RIGHT	1+50	2+00	-3	50				200	
REKET 488.3	449.6	RIGHT	105+00	105+70	-3	70					100
			112+00	112+70	-3	70					
			120+00	120+70	-3	70					
			129+00	129+70	-3	70				880	200
DIKE 493.4	455.8	LEFT	5+70	6+20	-3	50				200	200
DIKE 493.9	456	LEFT	5+00	5+50	-3	50				250	200
DIKE 494.1	456.3	LEFT	5+30	5+80	-3	50				250	200
DIKE 494.4	456.5	LEFT	6+90	7+40	-3	50				200	200
DIKE 494.55	456.6	LEFT	7+20	7+70	-3	50				250	200
DIKE 494.7	456.8	LEFT	6+25	6+75	-3	50				200	200
DIKE 494.8	456.9	LEFT	5+00	5+70	-3	70				200	

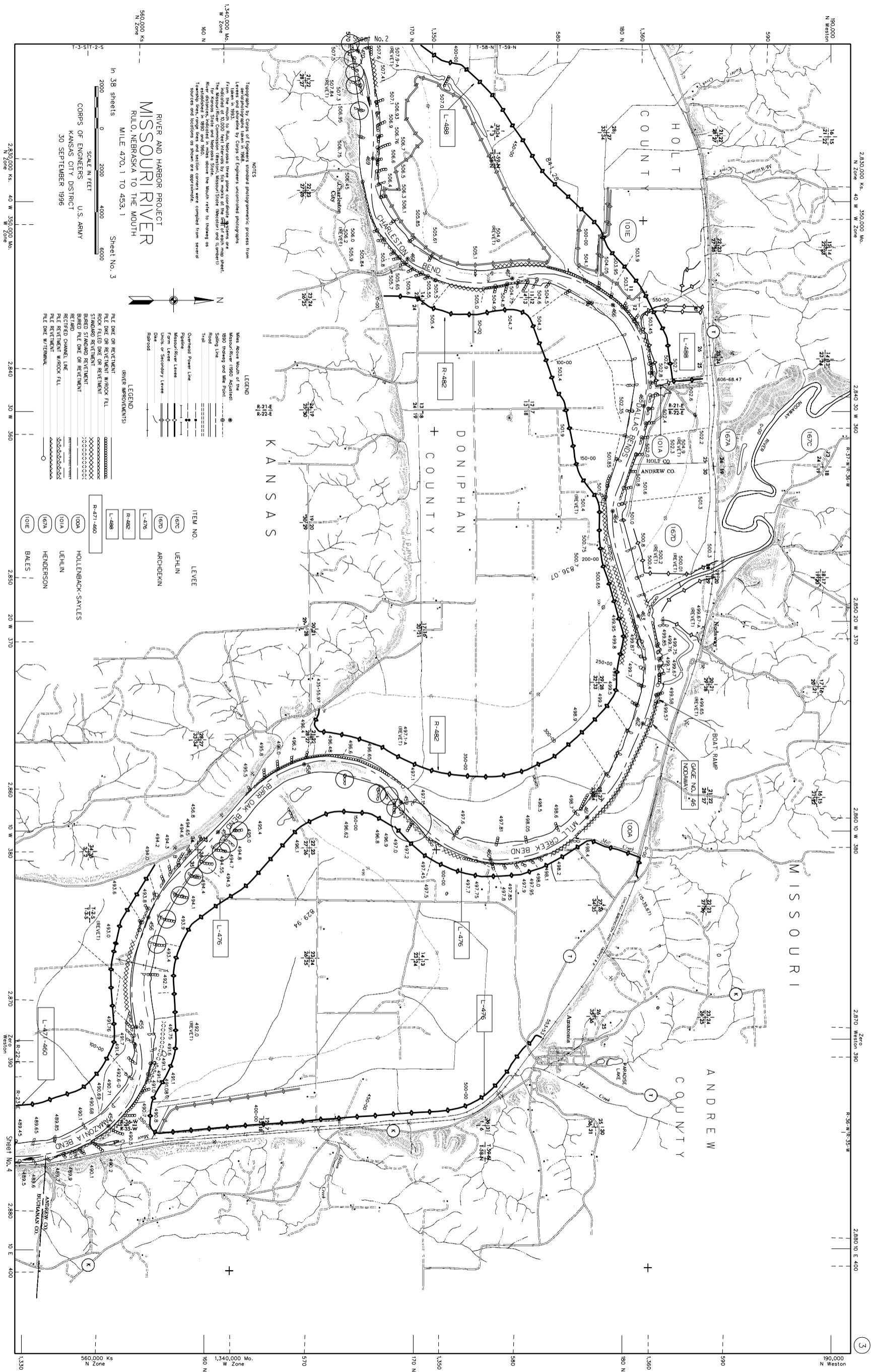
DIKE 495.0	457.1	LEFT	6+25	6+75	-3	50				225	200
DIKE 496.62	458.3	LEFT	3+00	3+70	-1	70				100	200
DIKE 496.8	458.8	LEFT	6+00	6+50	-4	50				300	200
DIKE 496.9	458.9	LEFT	4+50	5+00	-4	50				340	200
DIKE 497.0	459	LEFT	5+00	5+50	-4	50				340	200
REKET 499.65	459.2	LEFT	181+50	182+50	-3	100					500
			177+50	178+50	-3	100				600	

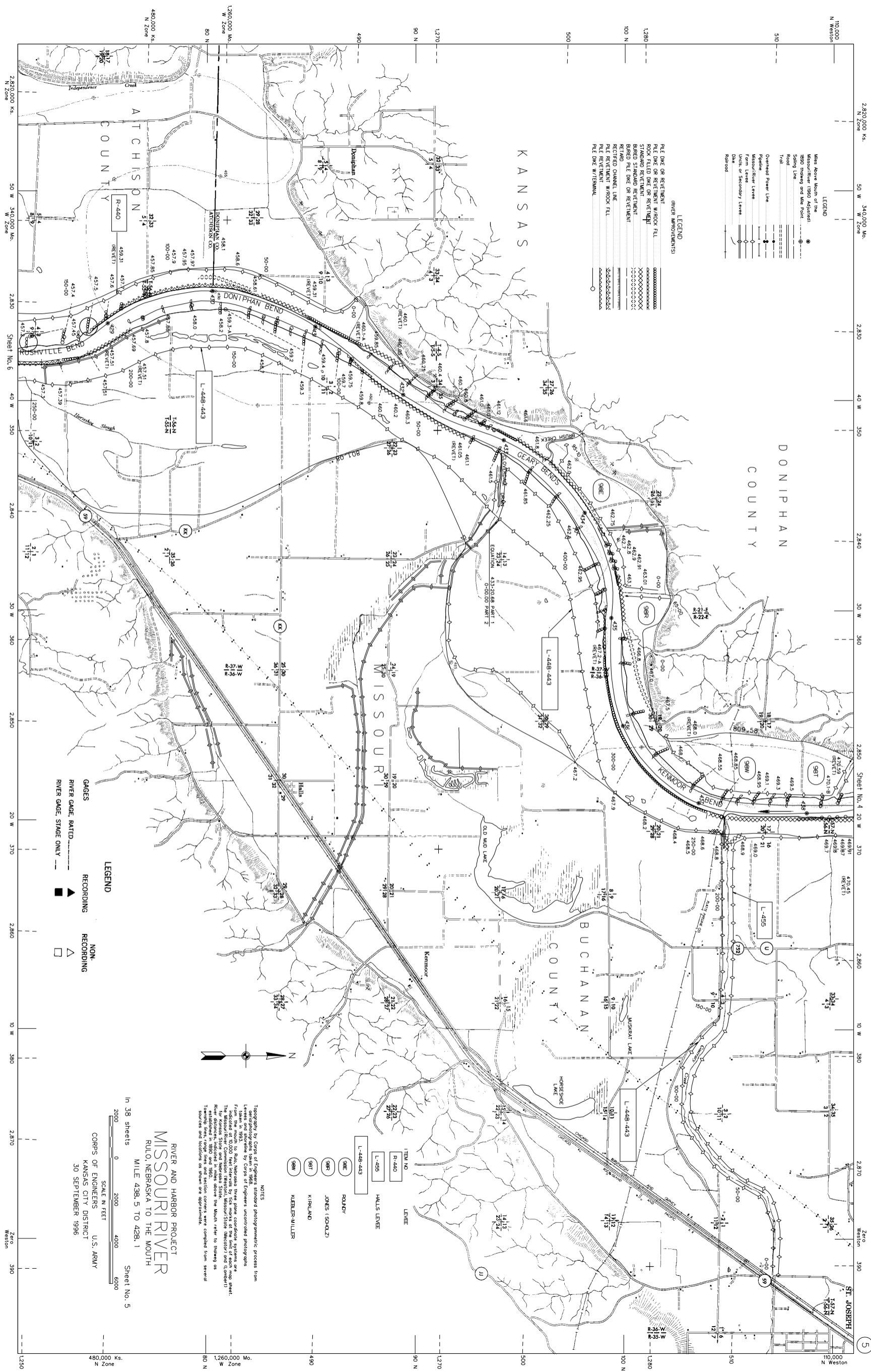
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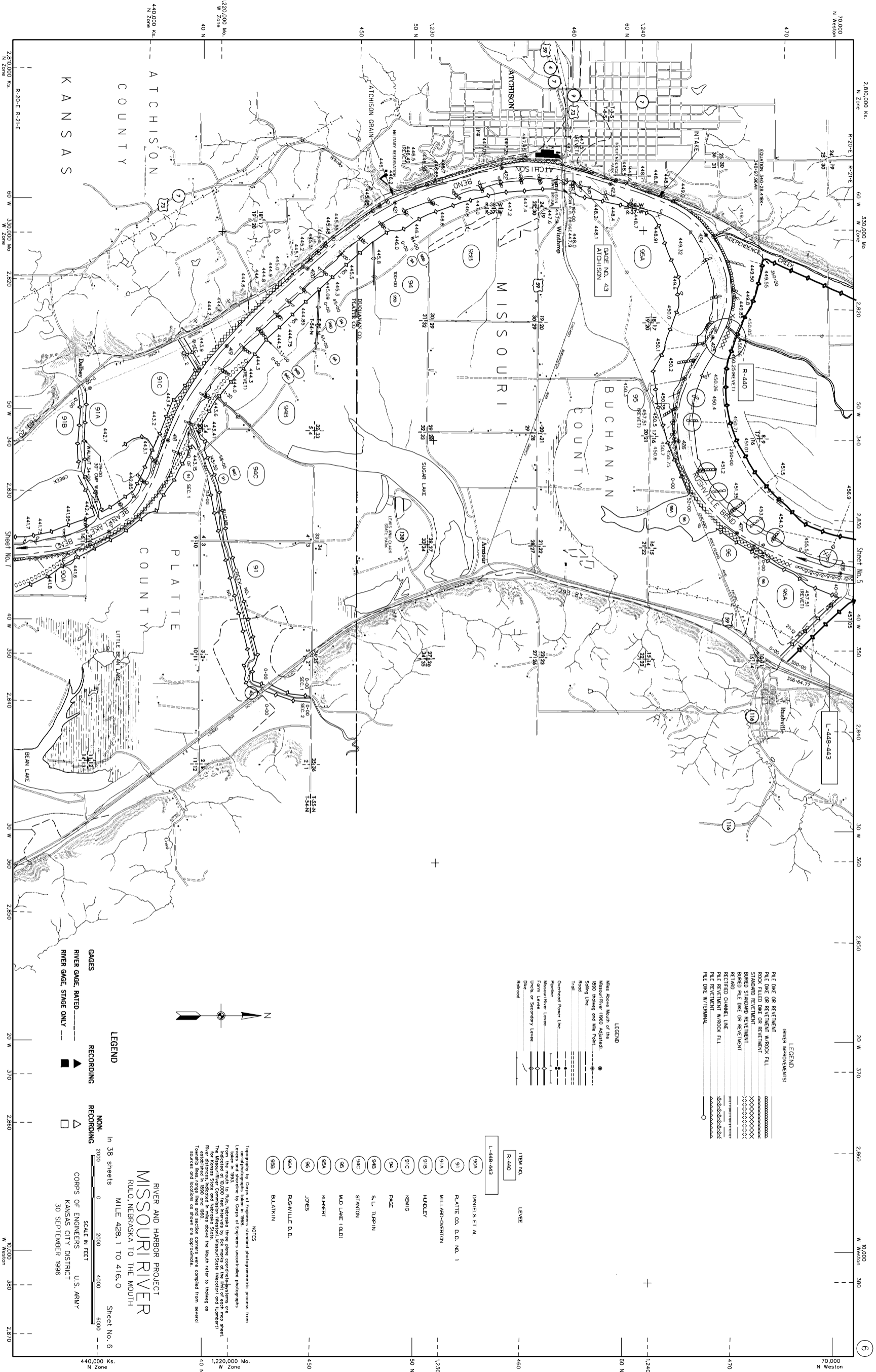
DACW41-02-B-0003

DRAWINGS









- LEGEND
(RIVER IMPROVEMENTS)
- PILE DIKE OR RETENTION W/ROCK FILL
 - PILE DIKE OR RETENTION W/ROCK FILL
 - ROCK FILL OR RETENTION W/ROCK FILL
 - STANDARD RETENTION
 - BURIED STANDARD RETENTION
 - BURIED PILE DIKE OR RETENTION
 - RETAINED CHANNEL LINE
 - PILE RETENTION W/ROCK FILL
 - PILE DIKE W/TERRACE

- LEGEND
- Wells Above Mouth of the Missouri River (1960 Adjusted)
 - 1960 Hauling and Mole Pools
 - Boat Lanes
 - Trails
 - Overhead Power Line
 - Missouri River Levee
 - Levee or Secondary Levee
 - Railroad

- ITEM NO. LEVEE
- L-448-443
 - R-440

- LEGEND
- 90A DANIELS ET AL
 - 91 PLATTE CO. D.D. NO. 1
 - 91A MILLARD-ORSTON
 - 91B HADLEY
 - 91C KEMIG
 - 94 PAINE
 - 94B S.L. TURPIN
 - 94C STANTON
 - 95 MAD LAKE (OLD)
 - 95A KUMBERT
 - 96 JONES
 - 96A RUSHVILLE D.D.
 - 96B BLATKIN

NOTES

Topography by Corps of Engineers standard photogrammetric process from aerial photographs taken in 1968.

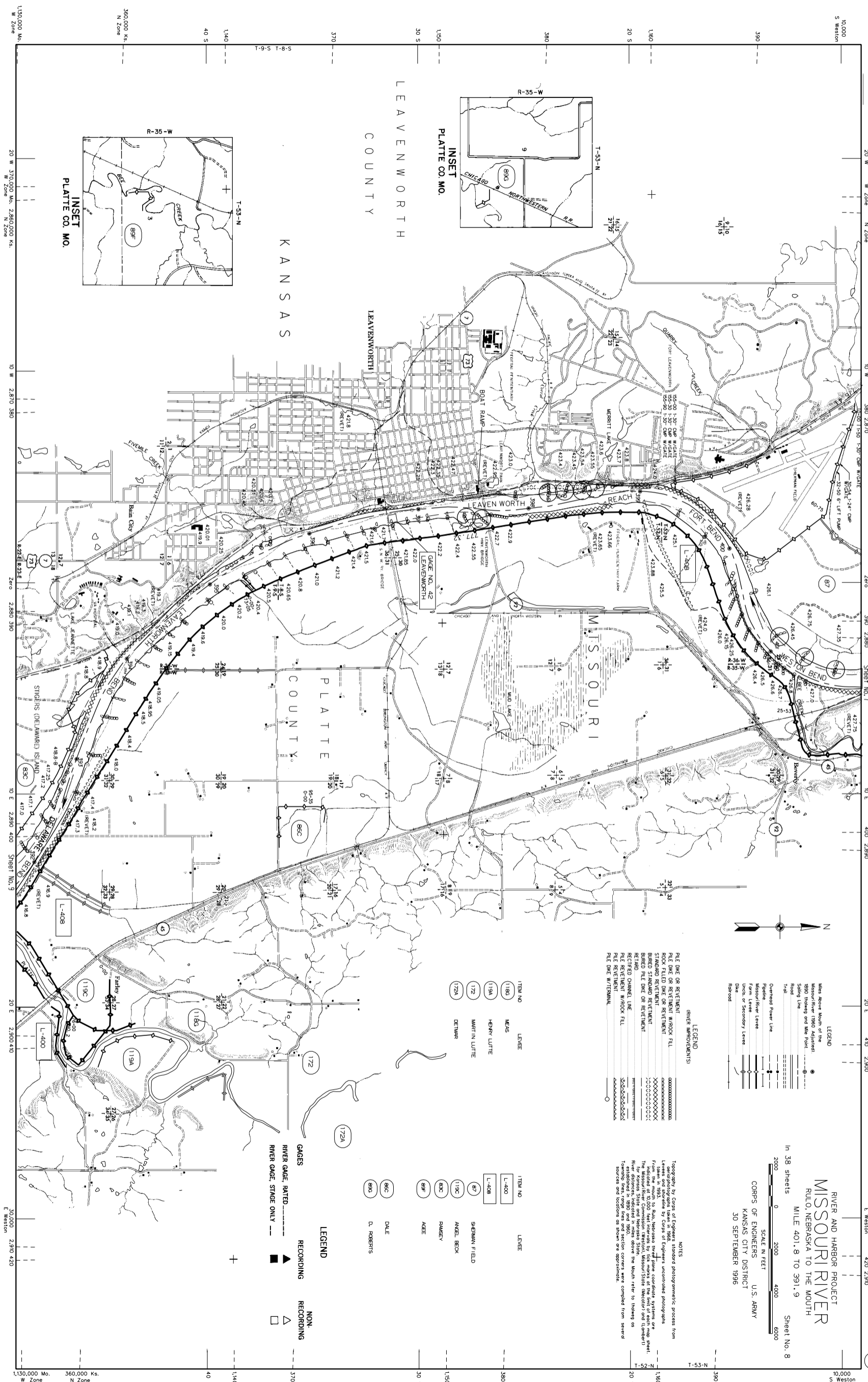
Levees and projects by Corps of Engineers unrecorded photographs from the mouth to Rio, Missouri (three pipe cordons) are shown as dashed lines. The Missouri River Commission (Western, Missouri State (Western) and (Western) for Kansas State and Nebraska State) the Mouth refer to the Mouth as established in 1960 and 1960.

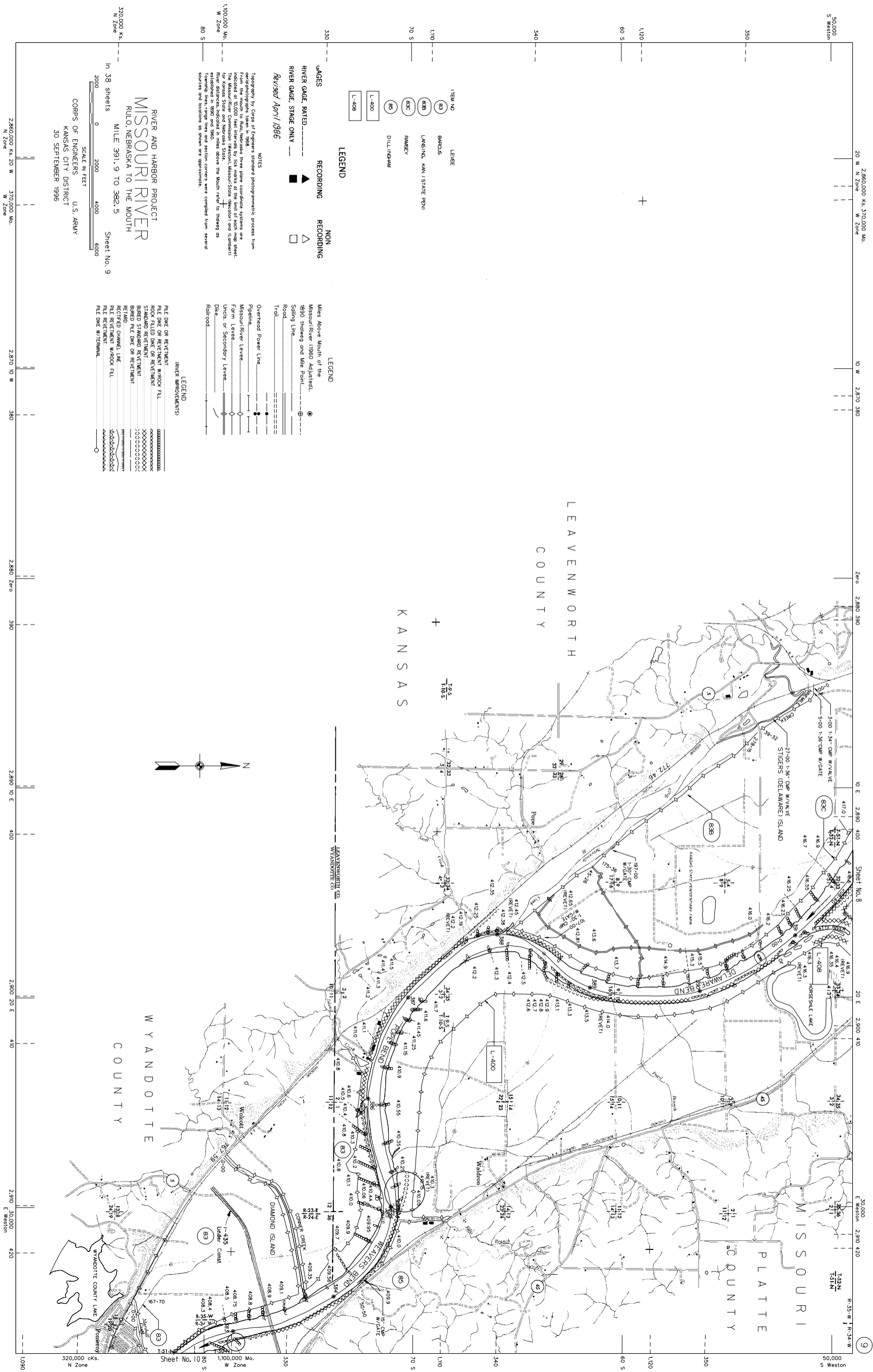
Levee lines, rock lines and section corners were compiled from several sources and shown as follows:

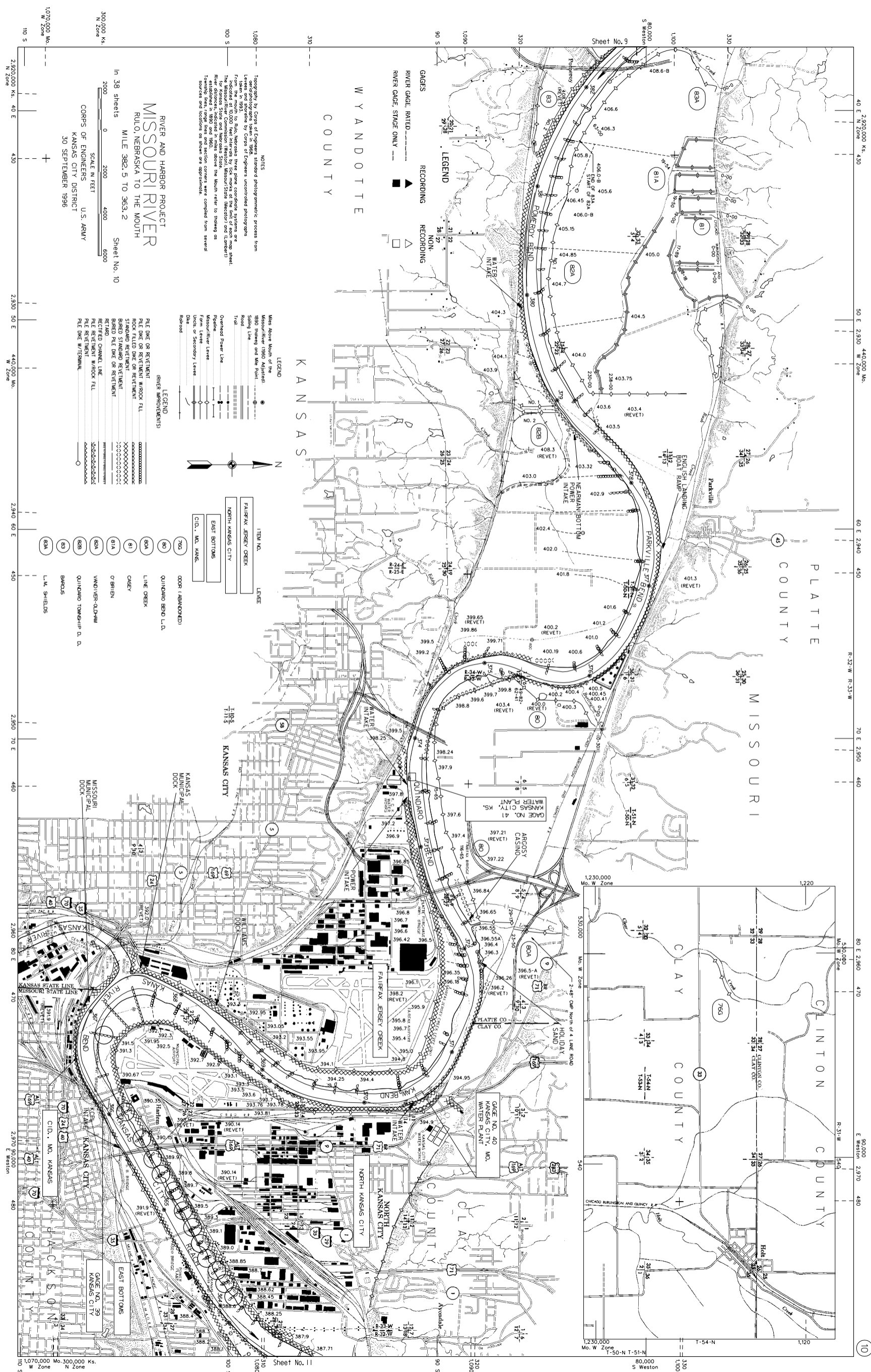
- LEGEND
- GAGES
 - RIVER GAGE, RATED
 - RIVER GAGE, STAGE ONLY
 - RECORDING
 - NON-RECORDING
 - SCALE IN FEET
 - CORPS OF ENGINEERS
 - KANSAS CITY DISTRICT
 - 30 SEPTEMBER 1996

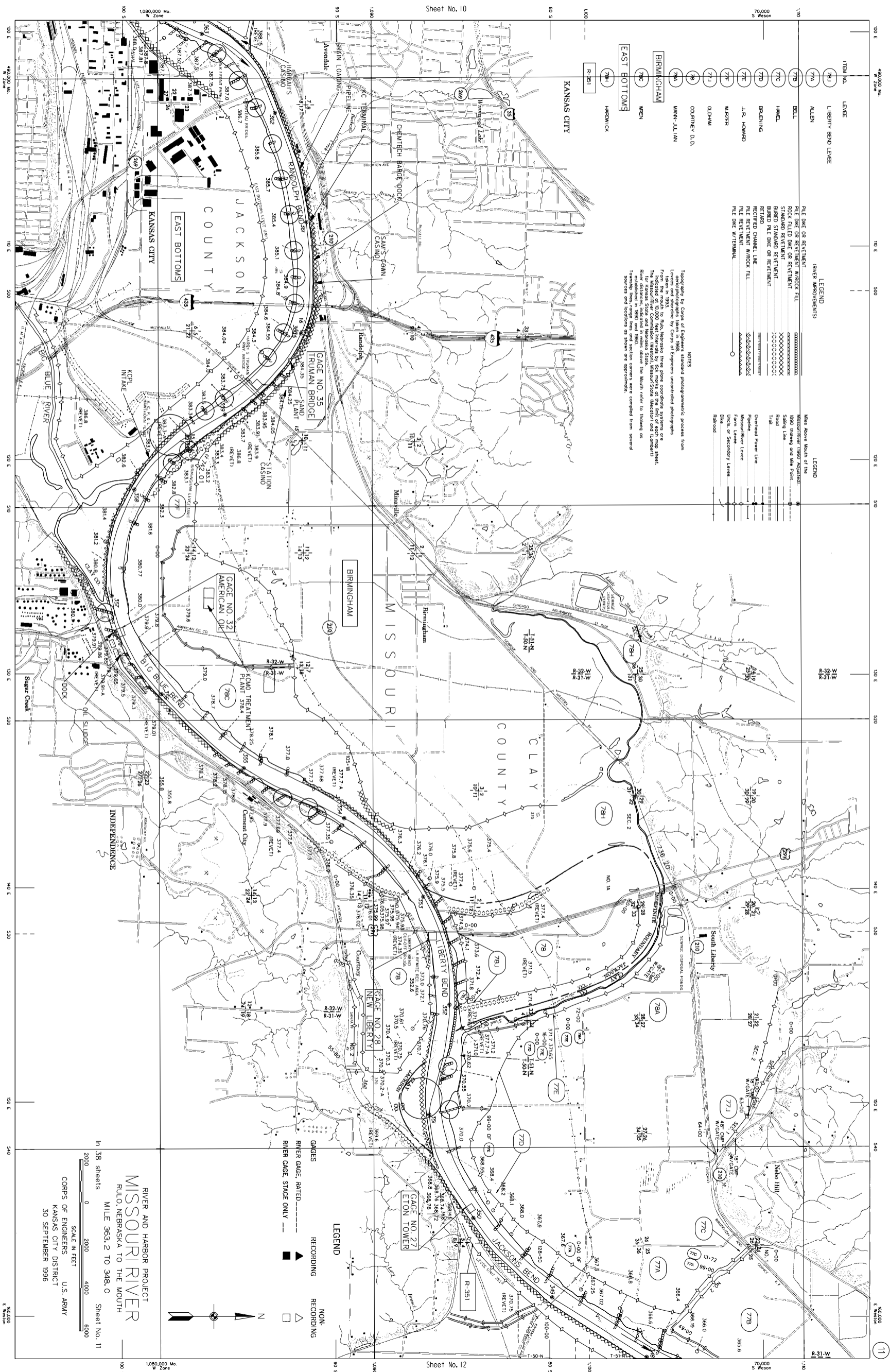
RIVER AND HARBOR PROJECT
MISSOURI RIVER
RIO, NEBRASKA TO THE MOUTH
MILE 428.1 TO 416.0

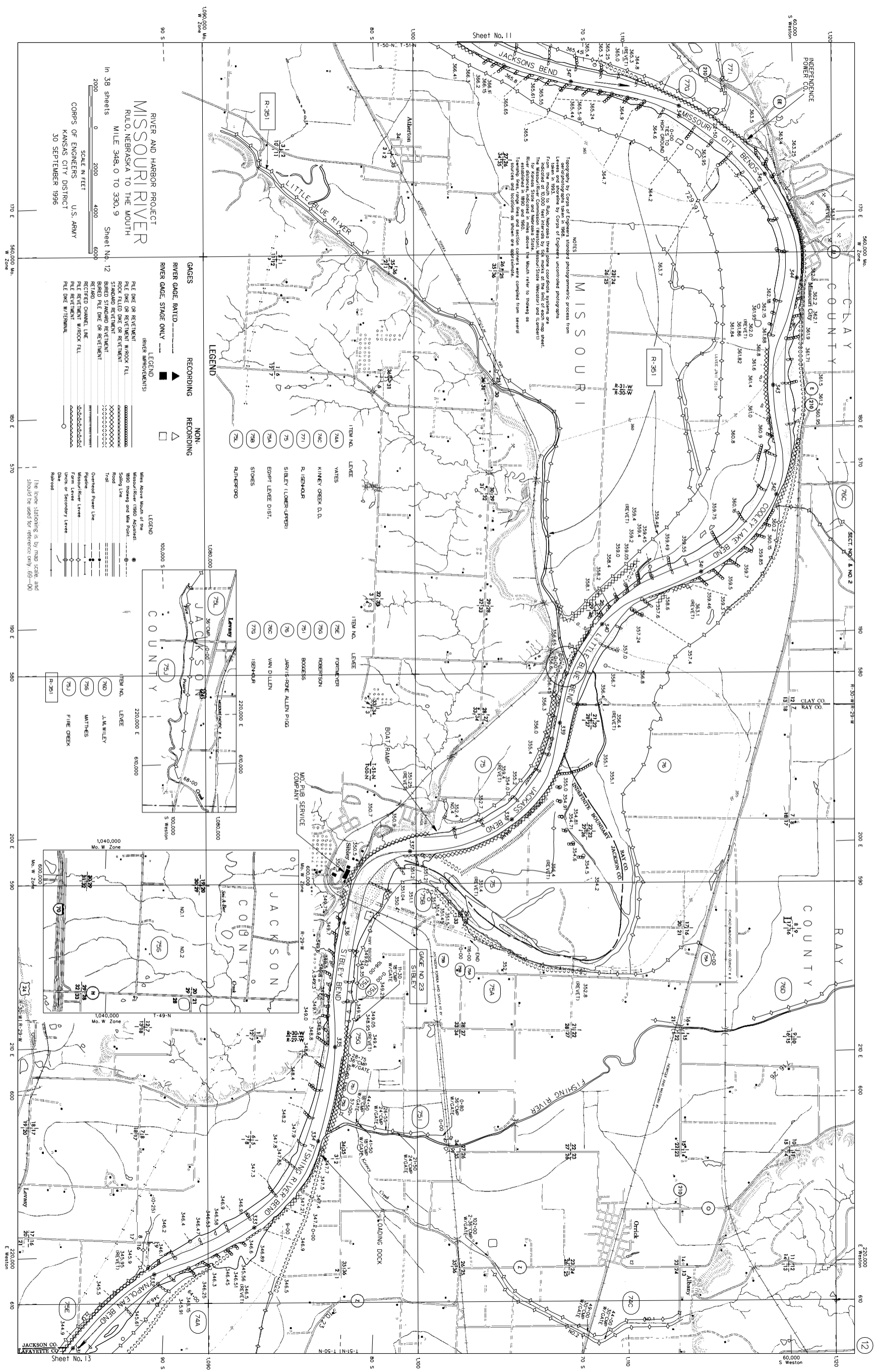
Sheet No. 5
In 38 sheets

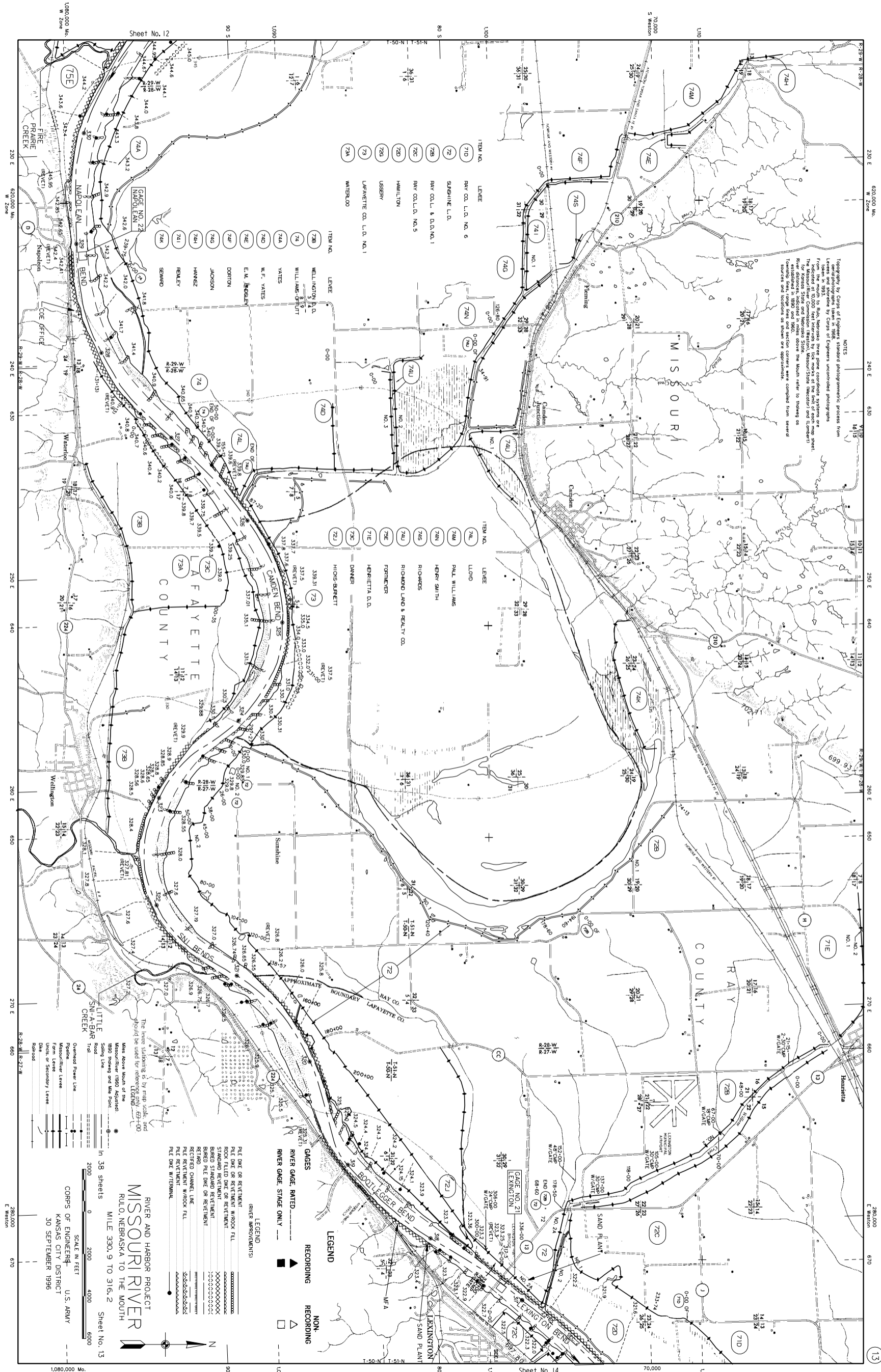












NOTES

Topography by Corps of Engineers standard photogrammetric process from aerial photographs. Elevation of points shown on map is from mean sea level. Levees and structures by Corps of Engineers are indicated by thick black lines. From the mouth to Rio, Missouri levee plan coordinate systems are indicated at 10,000 foot intervals by the marks of the line of each map sheet. The Missouri River is shown by a thick black line. The Missouri River (for Kansas State and Nebraska State) is shown by a thick black line. River distances, indicated in miles above the Mouth refer to highway or railroad distances. Township lines, range lines and section corners were compiled from several sources and locations as shown are approximate.

- ITEM NO. LEVEE
- 710 RAY CO. L.D. NO. 6
 - 712 SHERMAN L.D.
 - 714 RAY CO. L.D. NO. 1
 - 716 RAY CO. L.D. NO. 5
 - 718 HAMILTON
 - 720 USERY
 - 722 LAFAYETTE CO. L.D. NO. 1
 - 724 WATERLOO

- ITEM NO. LEVEE
- 726 LLOYD
 - 728 PAUL WILLIAMS
 - 730 HENRY SMITH
 - 732 RICHARDS
 - 734 RICHMOND LAND & REALTY CO.
 - 736 FORMER
 - 738 HENRIETTA D.D.
 - 740 DANER
 - 742 HIOIS-BARRETT

- LEGEND
- RECORDING
- PALE DUNE OR RETENTION
 - PALE DUNE OR RETENTION W/ROCK FILL
 - STANDARD RETENTION
 - STANDARD RETENTION W/ROCK FILL
 - RETROD
 - RETROD PILE DUNE OR RETENTION
 - RETROD CHANNEL LINE
 - RETROD CHANNEL LINE W/ROCK FILL
 - RETROD CHANNEL LINE W/ROCK FILL

RIVER AND HARBOR PROJECT
MISSOURI RIVER
RIO, NEBRASKA TO THE MOUTH
MILE 330.9 TO 316.2
Sheet No. 13

The river stationing is by map scale, and should be used for reference only. The Missouri River (1980 Adjusted) is shown within of map scale. The Missouri River (1980 Adjusted) is shown within of map scale.

LEGEND

RECORDING

- PALE DUNE OR RETENTION
- PALE DUNE OR RETENTION W/ROCK FILL
- STANDARD RETENTION
- STANDARD RETENTION W/ROCK FILL
- RETROD
- RETROD PILE DUNE OR RETENTION
- RETROD CHANNEL LINE
- RETROD CHANNEL LINE W/ROCK FILL
- RETROD CHANNEL LINE W/ROCK FILL

LEGEND

RECORDING

- PALE DUNE OR RETENTION
- PALE DUNE OR RETENTION W/ROCK FILL
- STANDARD RETENTION
- STANDARD RETENTION W/ROCK FILL
- RETROD
- RETROD PILE DUNE OR RETENTION
- RETROD CHANNEL LINE
- RETROD CHANNEL LINE W/ROCK FILL
- RETROD CHANNEL LINE W/ROCK FILL

LEGEND

RECORDING

- PALE DUNE OR RETENTION
- PALE DUNE OR RETENTION W/ROCK FILL
- STANDARD RETENTION
- STANDARD RETENTION W/ROCK FILL
- RETROD
- RETROD PILE DUNE OR RETENTION
- RETROD CHANNEL LINE
- RETROD CHANNEL LINE W/ROCK FILL
- RETROD CHANNEL LINE W/ROCK FILL

LEGEND

RECORDING

- PALE DUNE OR RETENTION
- PALE DUNE OR RETENTION W/ROCK FILL
- STANDARD RETENTION
- STANDARD RETENTION W/ROCK FILL
- RETROD
- RETROD PILE DUNE OR RETENTION
- RETROD CHANNEL LINE
- RETROD CHANNEL LINE W/ROCK FILL
- RETROD CHANNEL LINE W/ROCK FILL

LEGEND

RECORDING

- PALE DUNE OR RETENTION
- PALE DUNE OR RETENTION W/ROCK FILL
- STANDARD RETENTION
- STANDARD RETENTION W/ROCK FILL
- RETROD
- RETROD PILE DUNE OR RETENTION
- RETROD CHANNEL LINE
- RETROD CHANNEL LINE W/ROCK FILL
- RETROD CHANNEL LINE W/ROCK FILL

LEGEND

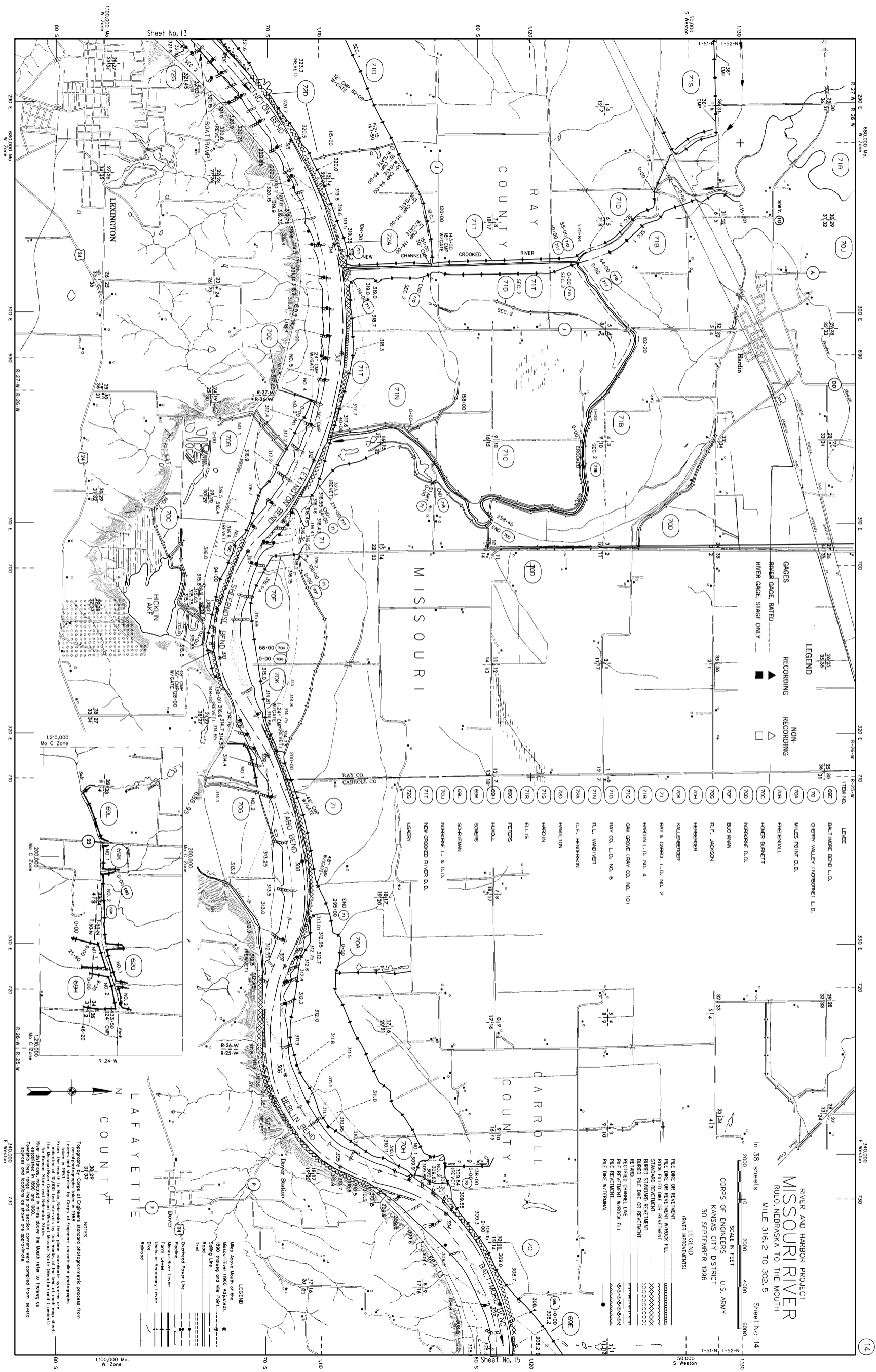
RECORDING

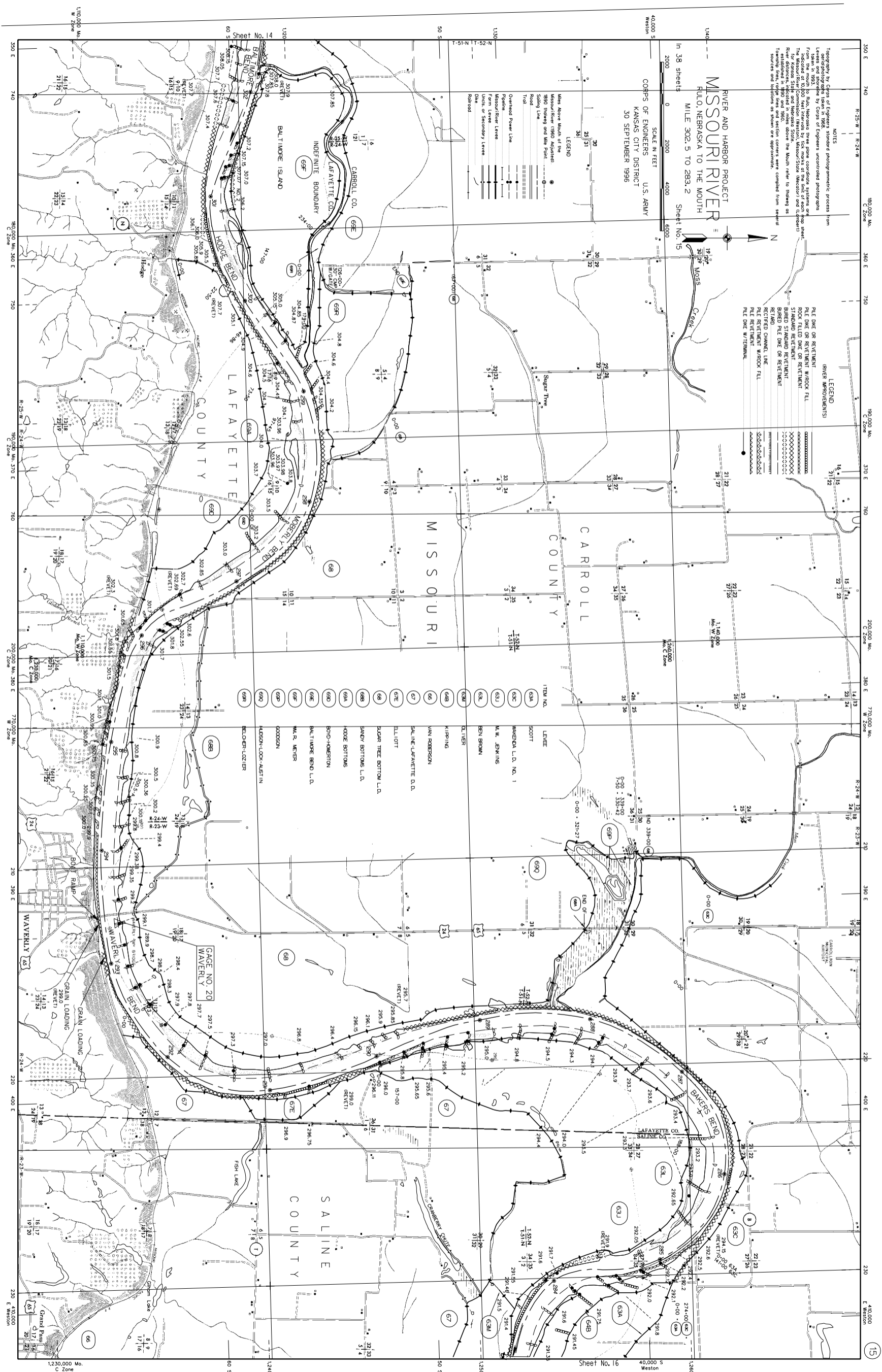
- PALE DUNE OR RETENTION
- PALE DUNE OR RETENTION W/ROCK FILL
- STANDARD RETENTION
- STANDARD RETENTION W/ROCK FILL
- RETROD
- RETROD PILE DUNE OR RETENTION
- RETROD CHANNEL LINE
- RETROD CHANNEL LINE W/ROCK FILL
- RETROD CHANNEL LINE W/ROCK FILL

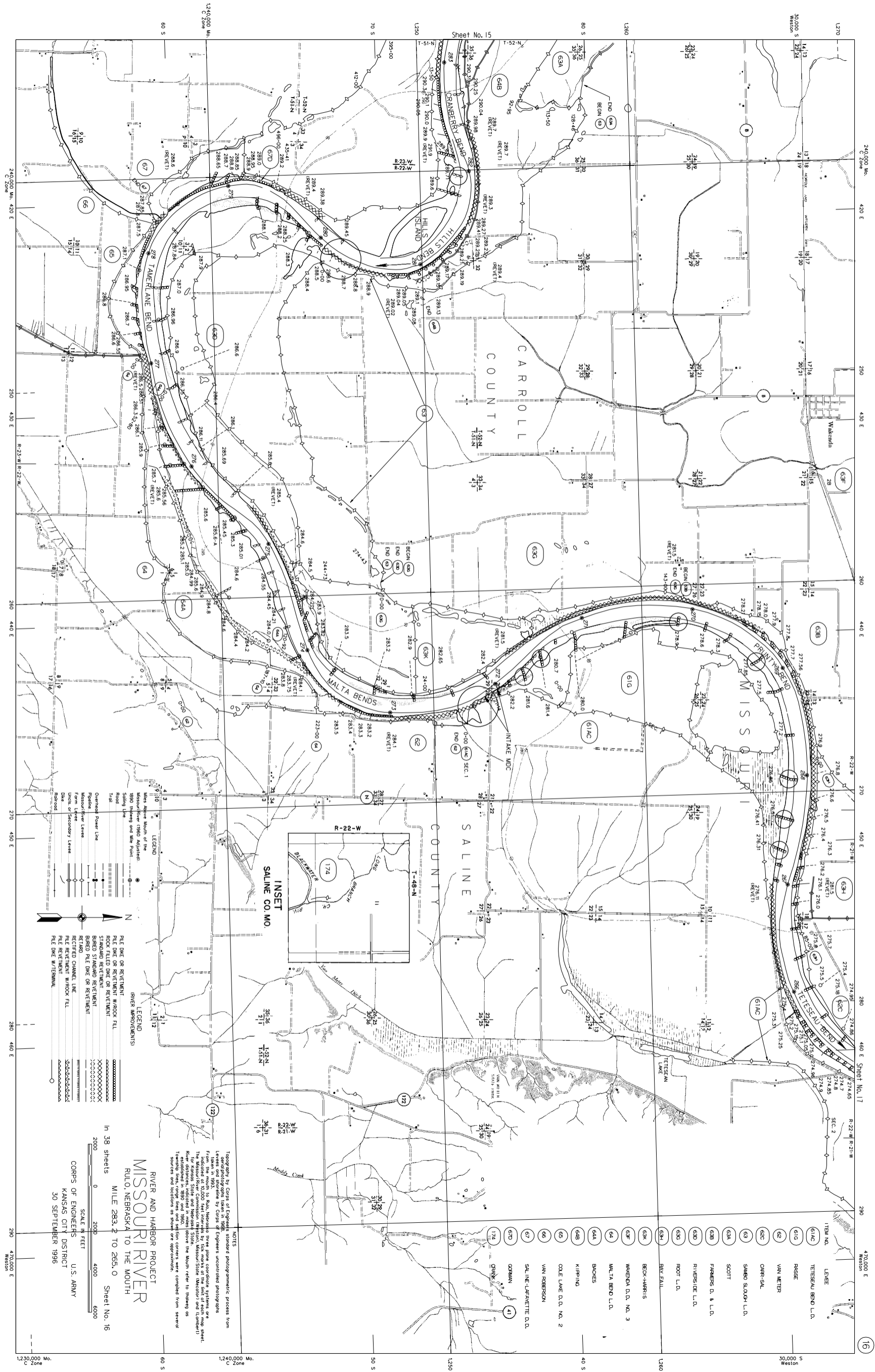
LEGEND

RECORDING

- PALE DUNE OR RETENTION
- PALE DUNE OR RETENTION W/ROCK FILL
- STANDARD RETENTION
- STANDARD RETENTION W/ROCK FILL
- RETROD
- RETROD PILE DUNE OR RETENTION
- RETROD CHANNEL LINE
- RETROD CHANNEL LINE W/ROCK FILL
- RETROD CHANNEL LINE W/ROCK FILL







RIVER AND HARBOR PROJECT
MISSOURI RIVER
RULO, NEBRASKA TO THE MOUTH
MILE 265.0 TO 251.9
Sheet No. 17

In 38 sheets
SCALE IN FEET
0 2000 4000 6000
CORPS OF ENGINEERS U.S. ARMY
KANSAS CITY DISTRICT
30 SEPTEMBER 1996

LEGEND

Line Above Mouth of the Missouri River (1960 Adjusted) 1890 Highway and Main Point
Selling Line
Total
Overhead Power Line
Pipeline
Missouri River Level
From Levee
Date of Secondary Levee
Raided

LEGEND

GAGES
RIVER GAGE, RATED
RECORDING
NON-RECORDING
RIVER GAGE, STAGE ONLY

LEGEND

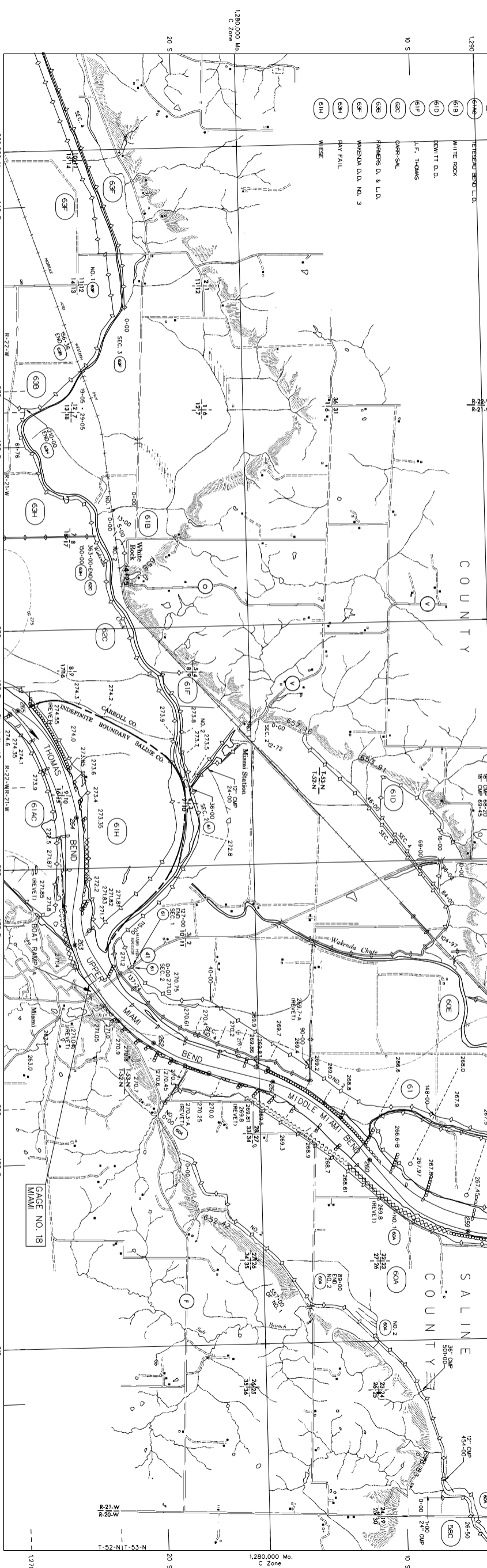
ITEM NO. LEVEE
STONER
BULK
BRUNSWICK L.D. NO. 1
MIAMI-DEWITT BEND
DEWITT LEVEE D.D.
HUSON-NESEBRINK
GROSS
D.E. GRIFFITH
MI. DE L.D.
TERRELL BEND L.D.
WHITE ROCK
DEWITT D.D.
J.F. THOMAS
CARR-SAL
FARMERS D. & L.D.
WAGNER D.D. NO. 3
RAV FALL
WIESE

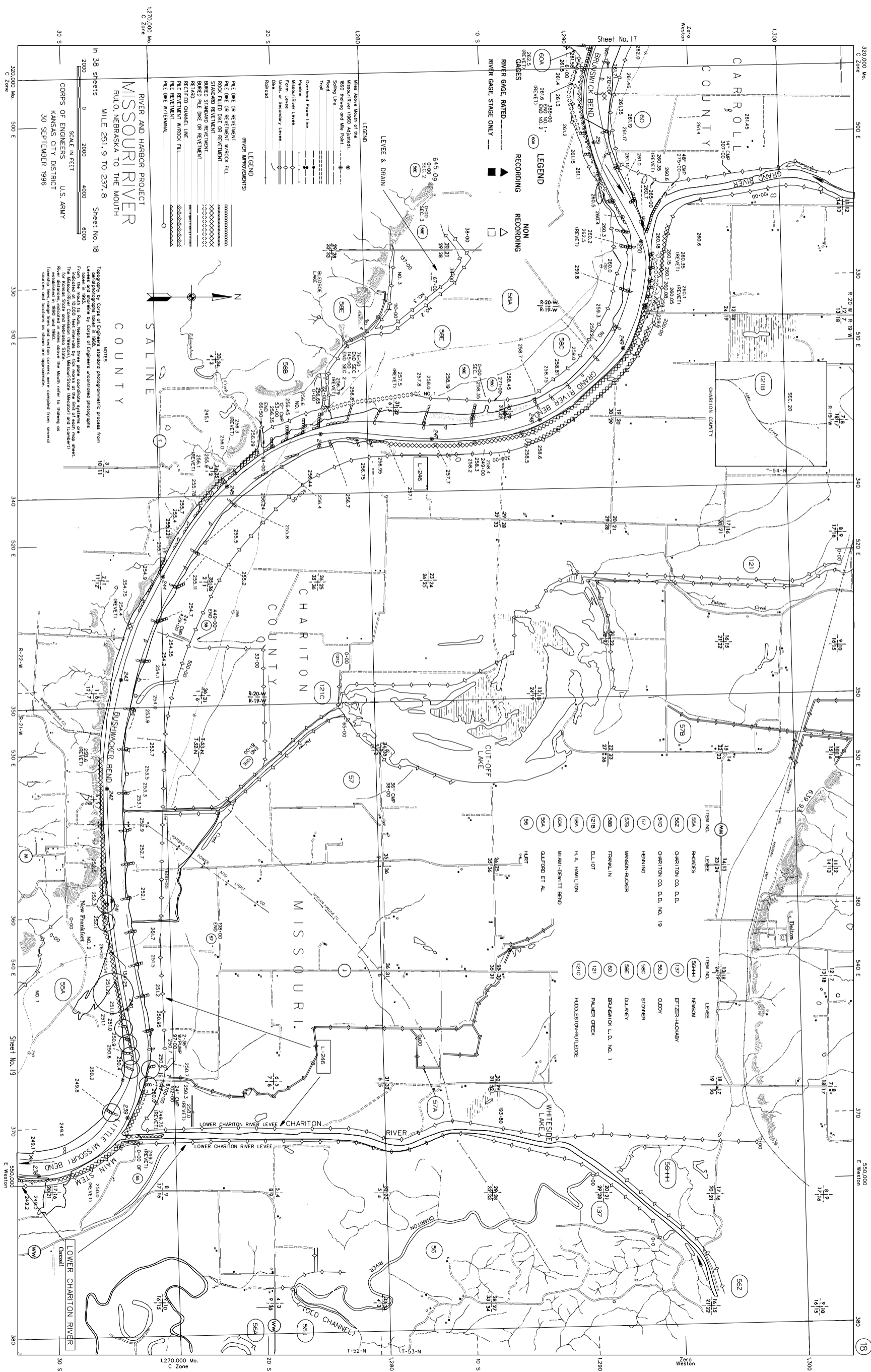
PLE DNE OR REVEINMENT
PLE DNE OR REVEINMENT W/ROCK FILL
STANDARD REVEINMENT
BRIED PLE DNE OR REVEINMENT
REVEINMENT
RECTIFIED CHANNEL LINE
PLE REVEINMENT W/ROCK FILL
PLE DNE W/TERMINAL

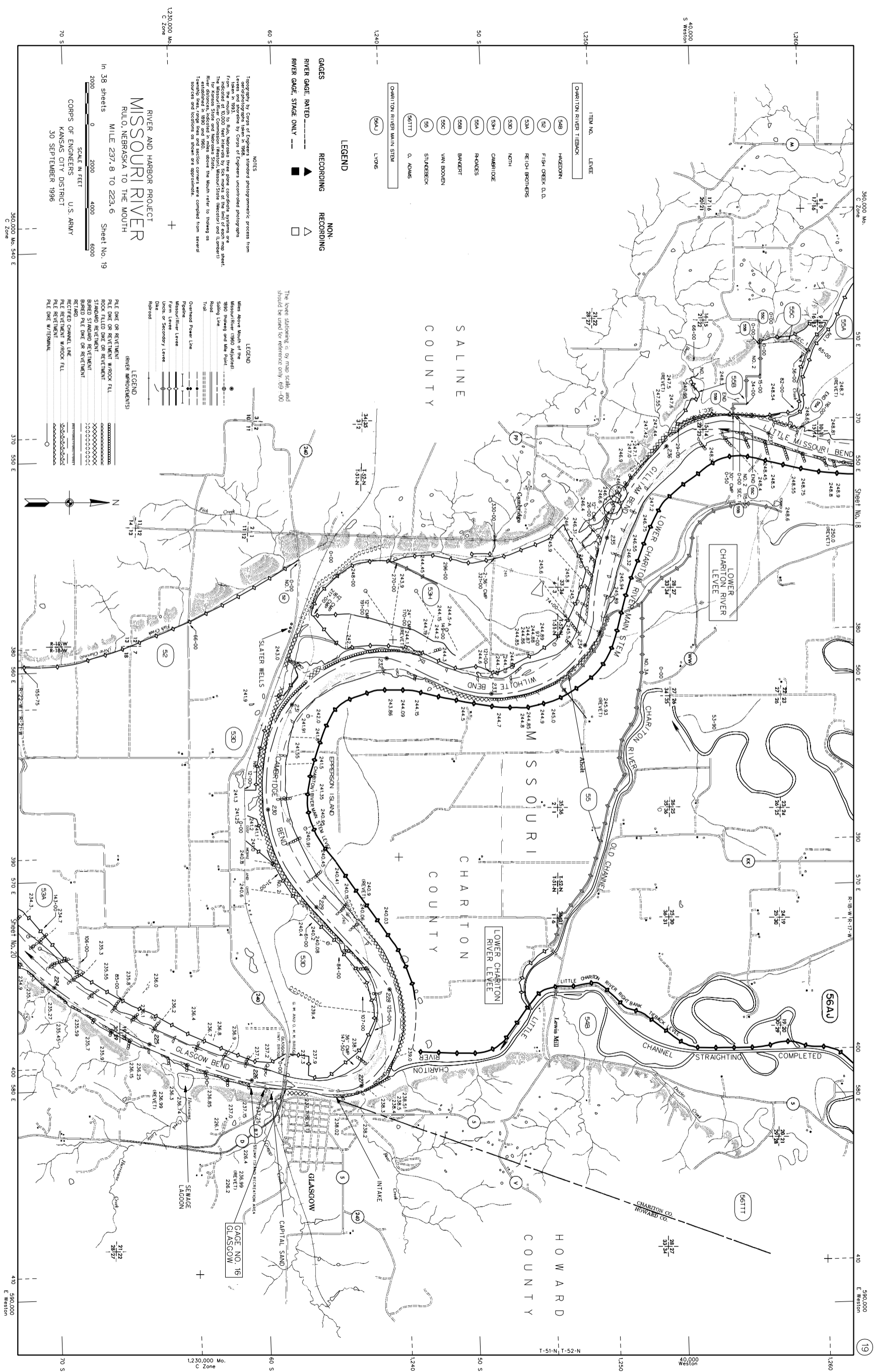
NOTES

Topography by Corps of Engineers standard photogrammetric process from aerial photographs taken in 1968.
Levee elevations are based on the datum of the Missouri River at the mouth of the river.
From the mouth to Rulo, Nebraska river gauge coordinate systems are used. From Rulo to the mouth, the Missouri River Commission (Weston, Missouri State (Lambert)) coordinate system is used. The Missouri River Commission (Weston, Missouri State (Lambert)) coordinate system is used. River distances indicated in miles above the Mouth refer to thalweg as established in 1980 and 1980.
Topographic and hydrographic surveys were compiled from several sources and locations as shown are approximate.

MISSOURI
CARROLL COUNTY
SALINE COUNTY







NOTES

Topography by Corps of Engineers standard photogrammetric process from aerial photographs taken in 1953. To Rulo, Missouri three plane coordinate systems are indicated at 10,000 foot intervals by tick marks at the limit of each map sheet. River distances, indicated in miles above the Mouth refer to thames as indicated on the map. Township lines, range lines and section corners were compiled from saved sources and locations as shown are approximate.

LEGEND

Mus Above Mouth of the Missouri River (1980 Adjusted) 1880 Mouth and Mile Point

Staging Line

Tidal

Overhead Power Line

Missouri River Levee

Form Levee

Date of Secondary Levee

Roaded

LEGEND

(REFER DIMENSIONS)

PILE DME OR RETENMENT

PILE DME OR RETENMENT W/ROCK FILL

POUND TO DME OR RETENMENT

STANDARD SECTION RETENMENT

BARRIED STANDARD RETENMENT

BARRIED PILE DME OR RETENMENT

RETENMENT

RECTIFIED CHANNEL LINE

PILE RETENMENT W/ROCK FILL

PILE DME W/ITEMINA

LEGEND

GAGES

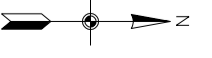
RIVER GAGE, RATED

RECORDING

NON-RECORDING

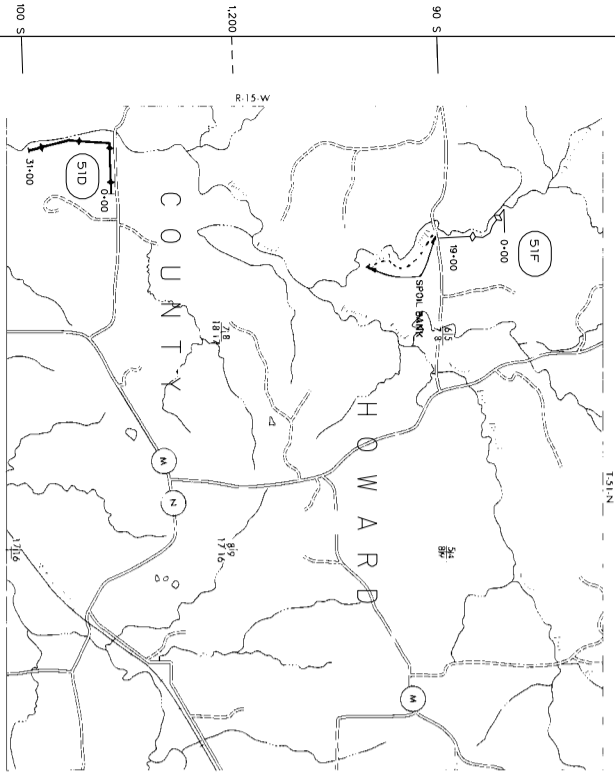
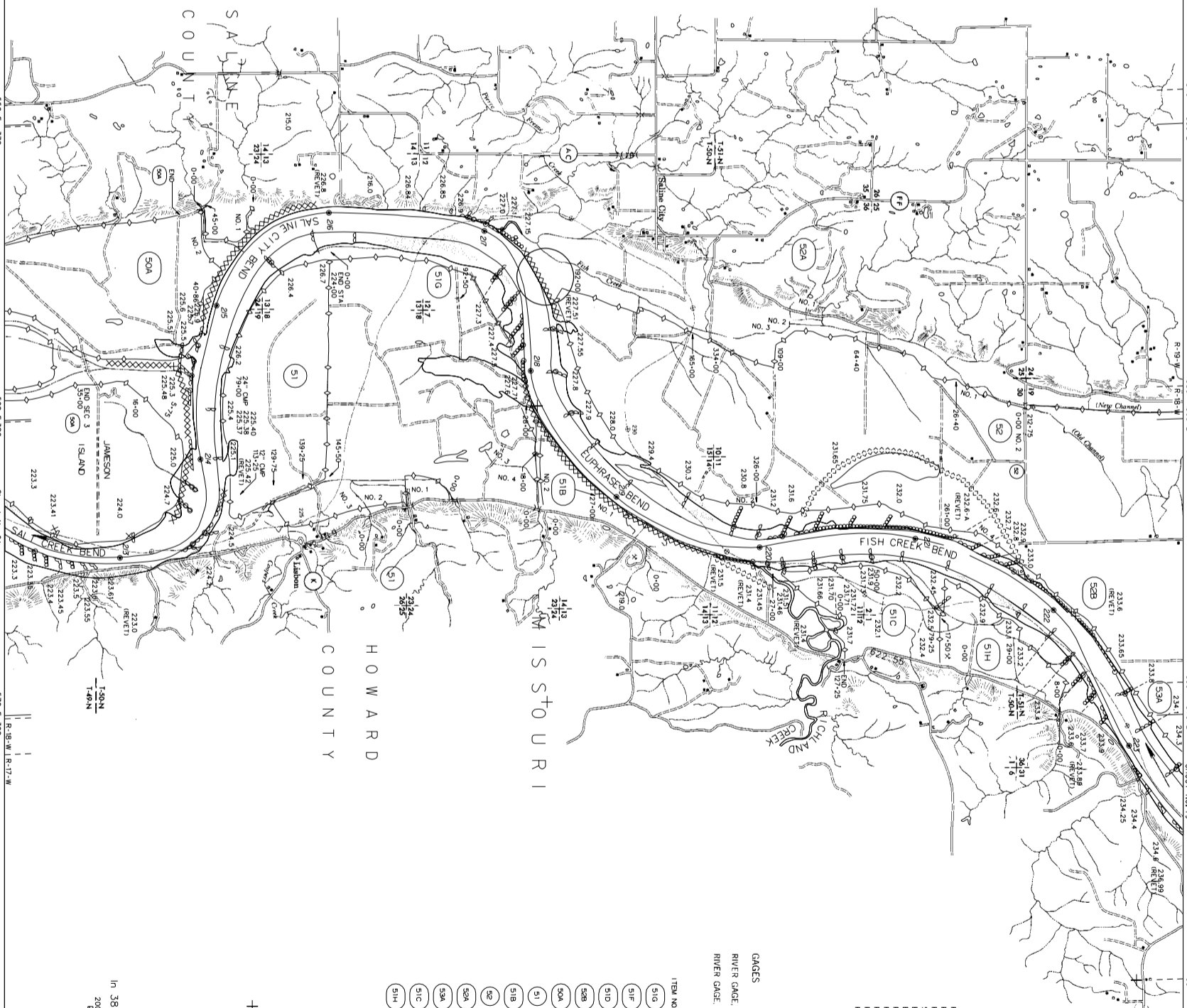
RIVER GAGE, STAGE ONLY

- | ITEM NO. | LEVEE |
|----------|-----------------|
| 51G | FELTON |
| 51F | BURFISIDE |
| 51D | EVAN DIELS |
| 52B | HELMAN |
| 52A | THOMPSON, ET AL |
| 51 | DEWY, ET AL |
| 51B | BATES-LAY |
| 52 | FISH CREEK D.O. |
| 52A | G. PEARSON |
| 53A | REICH BROTHERS |
| 51C | JAMES H. LAY |
| 51H | CARMACK |



RIVER AND HARBOR PROJECT
MISSOURI RIVER
RULO, NEBRASKA TO THE MOUTH

In 38 sheets
MILE 223.6 TO 212.2
Sheet No. 20
CORPS OF ENGINEERS
KANSAS CITY DISTRICT
U.S. ARMY
30 SEPTEMBER 1996



530 E

540 E 360,000 Mo.
C Zone

550 E 370

560 E 380

Sheet No. 20

570 E 390

580,000 400
E Western

(21)

1,180

120,000
S Western

1,170

130 S

1,160

140 S

1,150,000 Mo.
C Zone

150 S

30 SEPTEMBER 1996

KANSAS CITY DISTRICT

U.S. ARMY

CORPS OF ENGINEERS

SCALE IN FEET

0 2000 4000 6000

In 38 sheets

MILE 212.2 TO 200.9

SHEET NO. 21

MISSOURI RIVER

RULO, NEBRASKA TO THE MOUTH

1,150,000 Mo.
C Zone

1,180

1,170

1,160

1,150

1,140

1,130

1,120

1,110

1,100

1,090

1,080

1,070

1,060

1,050

1,040

1,030

1,020

1,010

1,000

990

980

970

960

950

940

930

920

910

900

890

880

870

860

850

840

830

820

810

800

790

780

770

760

750

740

730

720

710

700

690

680

670

660

650

640

630

620

610

600

590

580

570

560

550

540

530

520

510

500

490

480

470

460

450

440

430

420

410

400

390

380

370

360

350

340

330

320

310

300

290

280

270

260

250

240

230

220

210

200

190

180

170

160

150

140

130

120

110

100

90

80

70

60

50

40

30

20

10

0

-10

-20

-30

-40

-50

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-70

-80

-90

-100

-110

-120

-130

-140

-150

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-810

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-830

-840

-850

-860

-870

-880

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-900

-910

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-930

-940

-950

-960

-970

-980

-990

-1000

-1010

-1020

-1030

-1040

-1050

-1060

-1070

-1080

-1090

-1100

-1110

-1120

-1130

-1140

-1150

-1160

-1170

-1180

-1190

-1200

-1210

-1220

-1230

-1240

-1250

-1260

-1270

-1280

-1290

-1300

-1310

-1320

-1330

-1340

-1350

-1360

-1370

-1380

-1390

-1400

-1410

-1420

-1430

-1440

-1450

-1460

-1470

-1480

-1490

-1500

-1510

-1520

-1530

-1540

-1550

-1560

-1570

-1580

-1590

-1600

-1610

-1620

-1630

-1640

-1650

-1660

-1670

-1680

-1690

-1700

-1710

-1720

-1730

-1740

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-1780

-1790

-1800

-1810

-1820

-1830

-1840

-1850

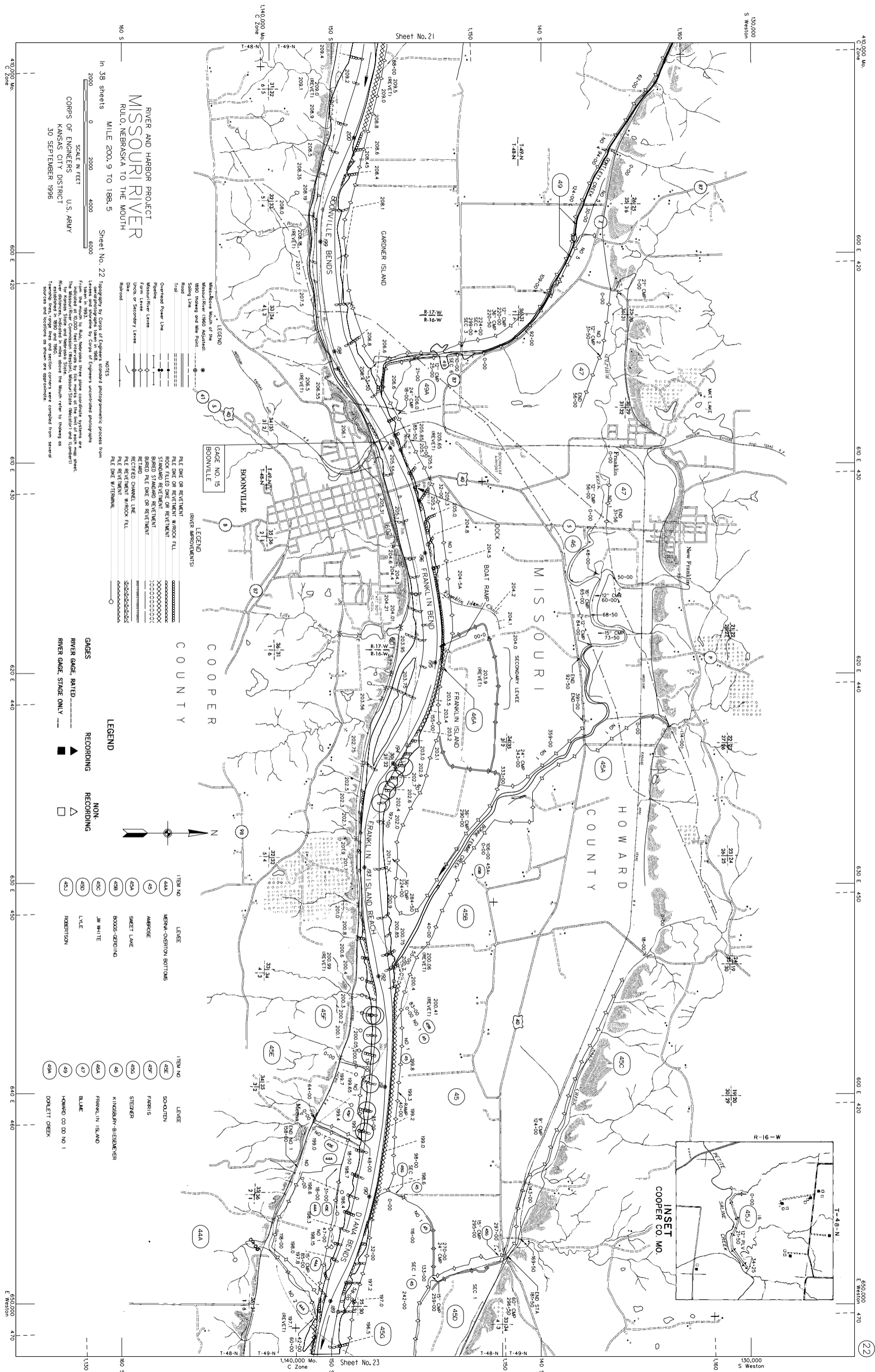
-1860

-1870

-1880

-1890

-1900





520,000 Mo.
C Zone

710 E

720 E

540

730 E

550

740 E

560

750 E

570

760,000
E Weston

(25)

200,000
S Weston
1,070

220,000
S Weston
1,070

MISSOURI RIVER

RUL. O. NEBRASKA TO THE MOUTH

MILE 167.3 TO 153.3

In 38 sheets

Sheet No. 25

CORPS OF ENGINEERS
KANSAS CITY DISTRICT
30 SEPTEMBER 1996

SCALE IN FEET
2000 0 2000 4000 6000

U.S. ARMY

LEGEND

Water Above Mouth of the Missouri River (1960 Adjusted)
1980 Inland and Main Point
Selling Line
Road
Overhead Power Line
Pipeline
Missouri River Level
Farm Level
Uncle or Secondary Level
Base
Roadbed

LEGEND

(RIVER IMPROVEMENTS)

PILE DKE OR REVENIENT W/ROCK FILL
PILE DKE OR REVENIENT
STANDARD REVENIENT
BURIED STANDARD REVENIENT
REMOVED PILE DKE OR REVENIENT
REMOVED CHANNEL LINE
REMOVED CHANNEL W/ROCK FILL
PILE DKE W/TERMINAL

NOTES
Topography by Corps of Engineers standard photogrammetric process from aerial photographs taken in 1960. Engineers' uncorrected photographs taken in 1963. In this map, Nebraska's three main geographic systems are indicated at 10,000 foot intervals by tick marks at the foot of each map sheet. The Missouri River Commission (recession, Missouri State (Lakeport) and (Lamar)) River distances indicated in notes above the Mouth refer to highway as established in 1960 and not to actual location. Carriers were compiled from several sources and locations as shown are approximate.

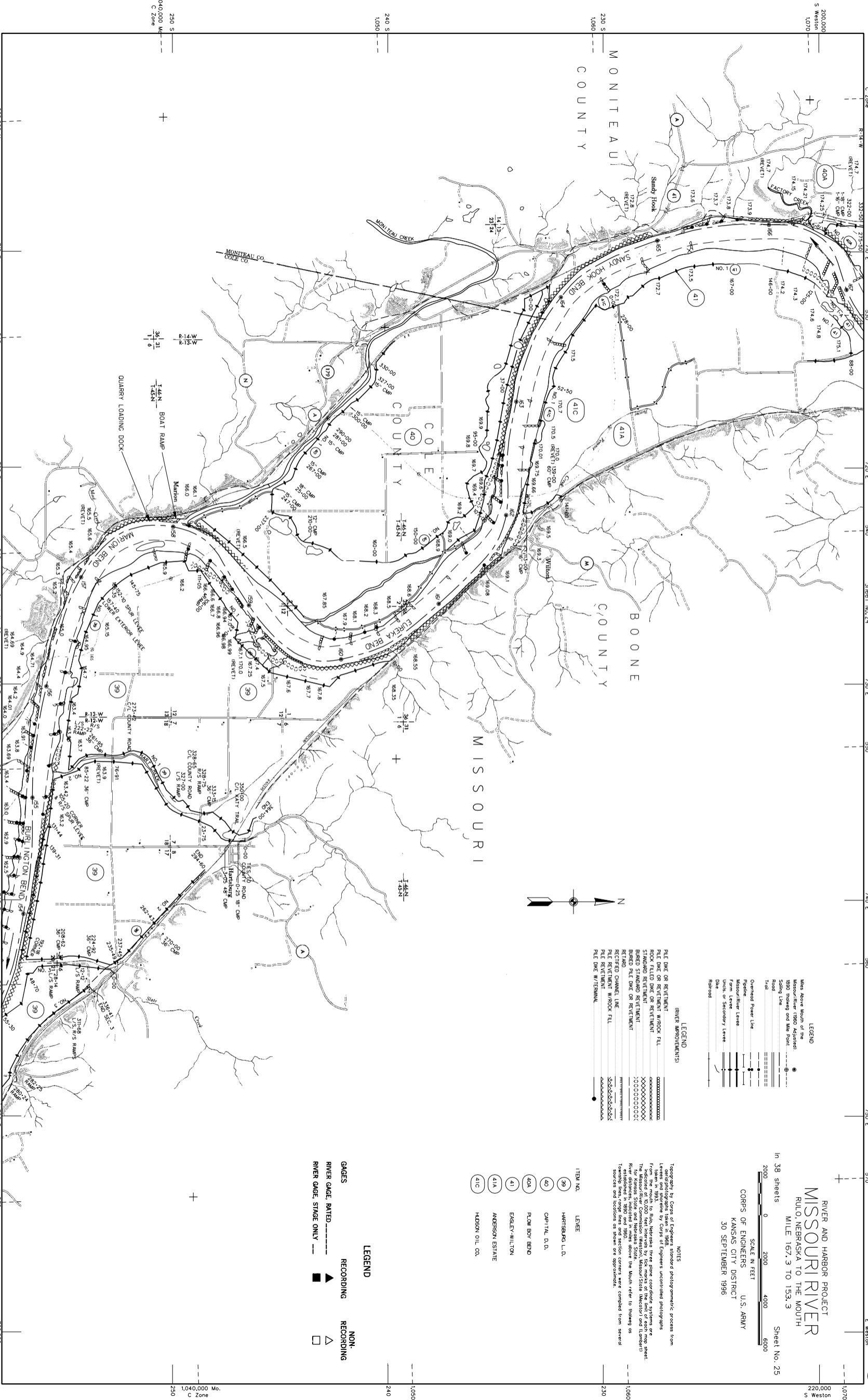
ITEM NO.

LEVEE

(39) HARTSHORN L.D.
(40) CAPITAL D.D.
(41) FLOW BOY BEND
(40A) EASLEY-WILTON
(41A) ANDERSON ESTATE
(41C) HUDSON OIL CO.

LEGEND

GAGES
RIVER GAGE, RATED
RIVER GAGE, STAGE ONLY
RECORDING
NON-RECORDING



520,000 Mo.
C Zone

710 E

720 E

540

730 E

550

740 E

560

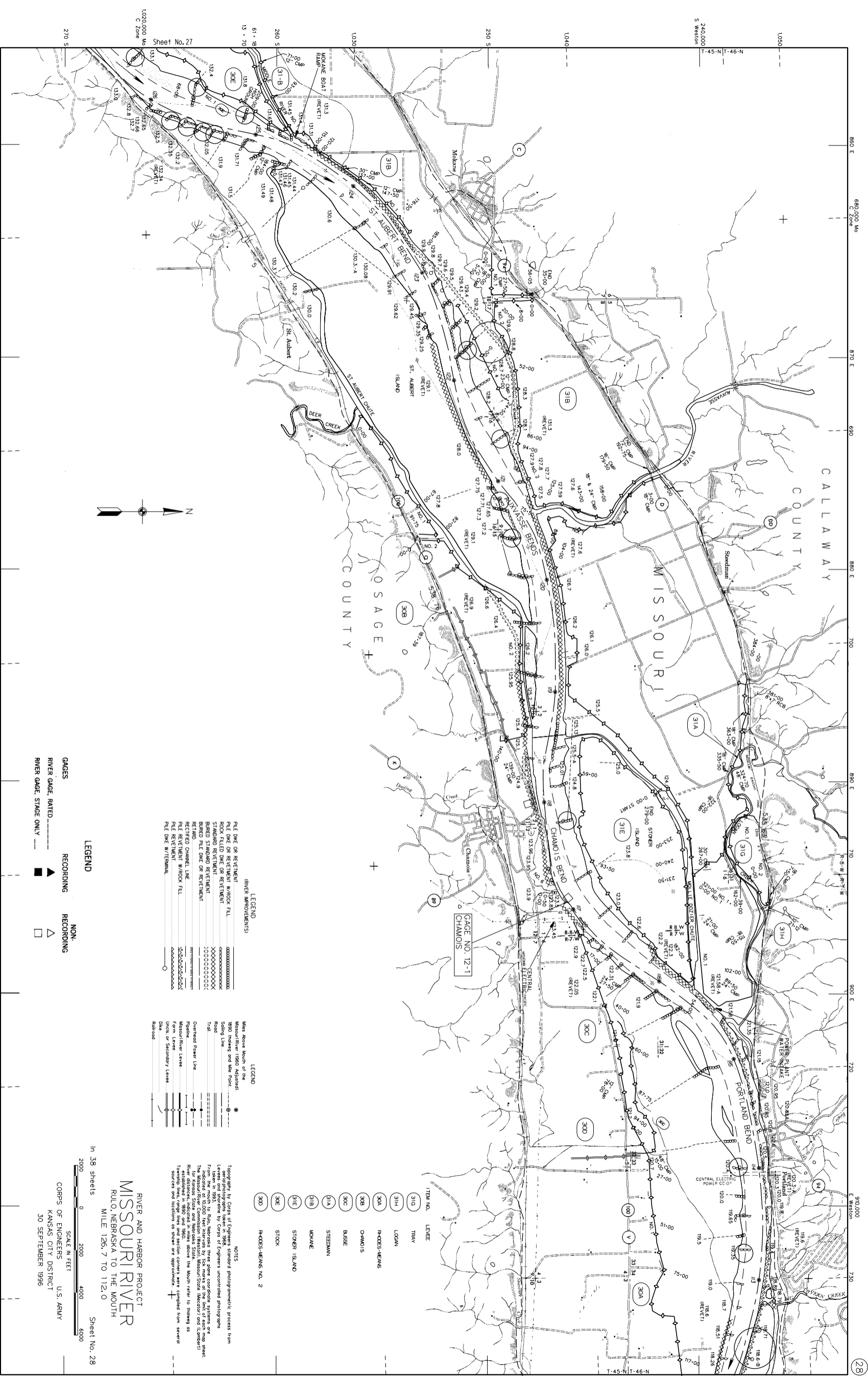
750 E

570

(25)

250 S
1,040,000 Mo.
C Zone

240 S
1,050
1,040,000 Mo.
C Zone



LEGEND

GAGES

RIVER GAGE, RATED

RIVER GAGE, STAGE ONLY

RECORDING

NON-RECORDING

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

RIVER AND HARBOR PROJECT

MISSOURI RIVER

RULO, NEBRASKA TO THE MOUTH

MILE 126.7 TO 112.0

Sheet No. 28

NOTES

Topography by Corps of Engineers standard photogrammetric process from 1950 aerial photography.

Levees and dikes by Corps of Engineers unrecorded photographs.

From the mouth to Rulo, Nebraska levee plane coordinate systems are indicated at 10,000 foot intervals by tick marks of the line of each map sheet.

The Kansas State and Nebraska State (Nebraska) and (Nebraska) River distances, indicated by lines above the mouth refer to moynes as shown on the map.

Township lines, range lines and section corners were compiled from several sources and locations on them are approximate.

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

LEGEND

MISSOURI RIVER (1980 ADJUSTED)

8900 MEANS ONE MILE POINT

ROAD

TRAIL

OVERHEAD POWER LINE

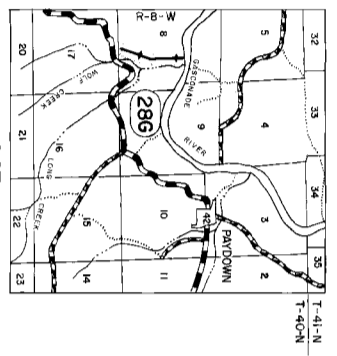
MISSOURI RIVER LEVEE

UNITS OF SECONDARY LEVEE

Dike

Railroad

INSET
(MARIES COUNTY)

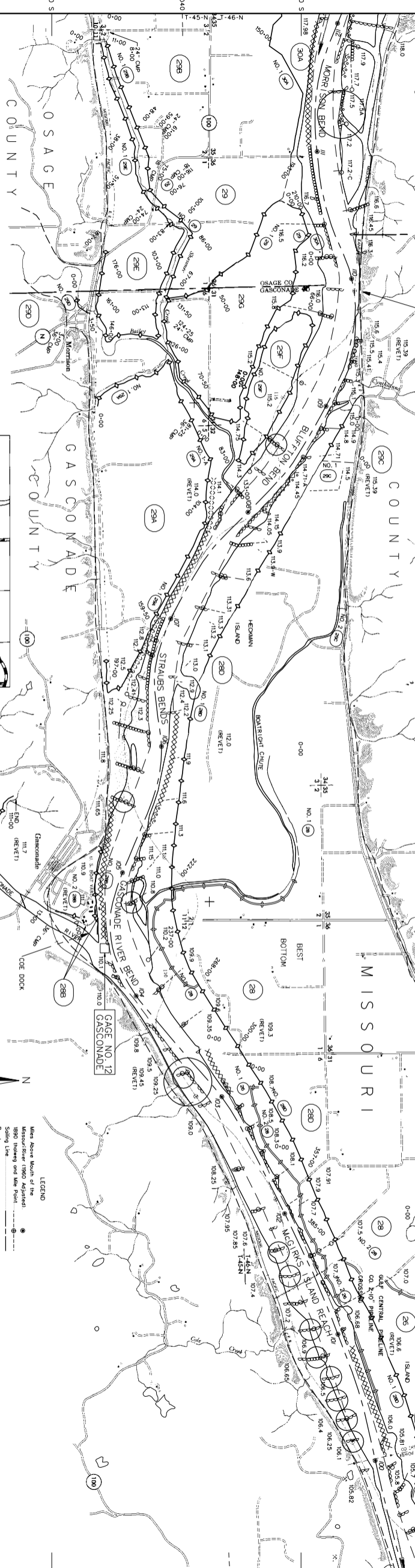


CALLAWAY
C O U N T Y

CALLAWAY CO
MONTGOMERY CO

MONTGOMERY
C O U N T Y

MISSOURI



MISSOURI RIVER
RIVER AND HARBOR PROJECT
RULO, NEBRASKA TO THE MOUTH

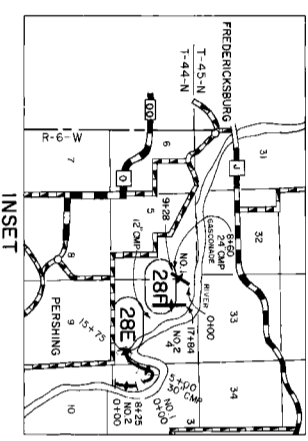
Sheet No. 29
In 36 sheets
MILE 112.0 TO 99.1

CORPS OF ENGINEERS
KANSAS CITY DISTRICT
30 SEPTEMBER 1996

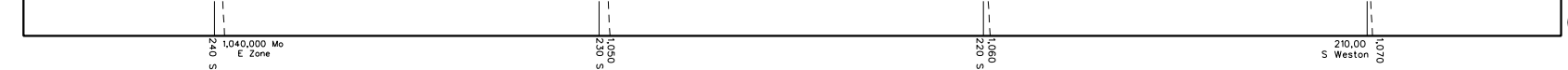
SCALE IN FEET
2000 0 2000 4000 6000

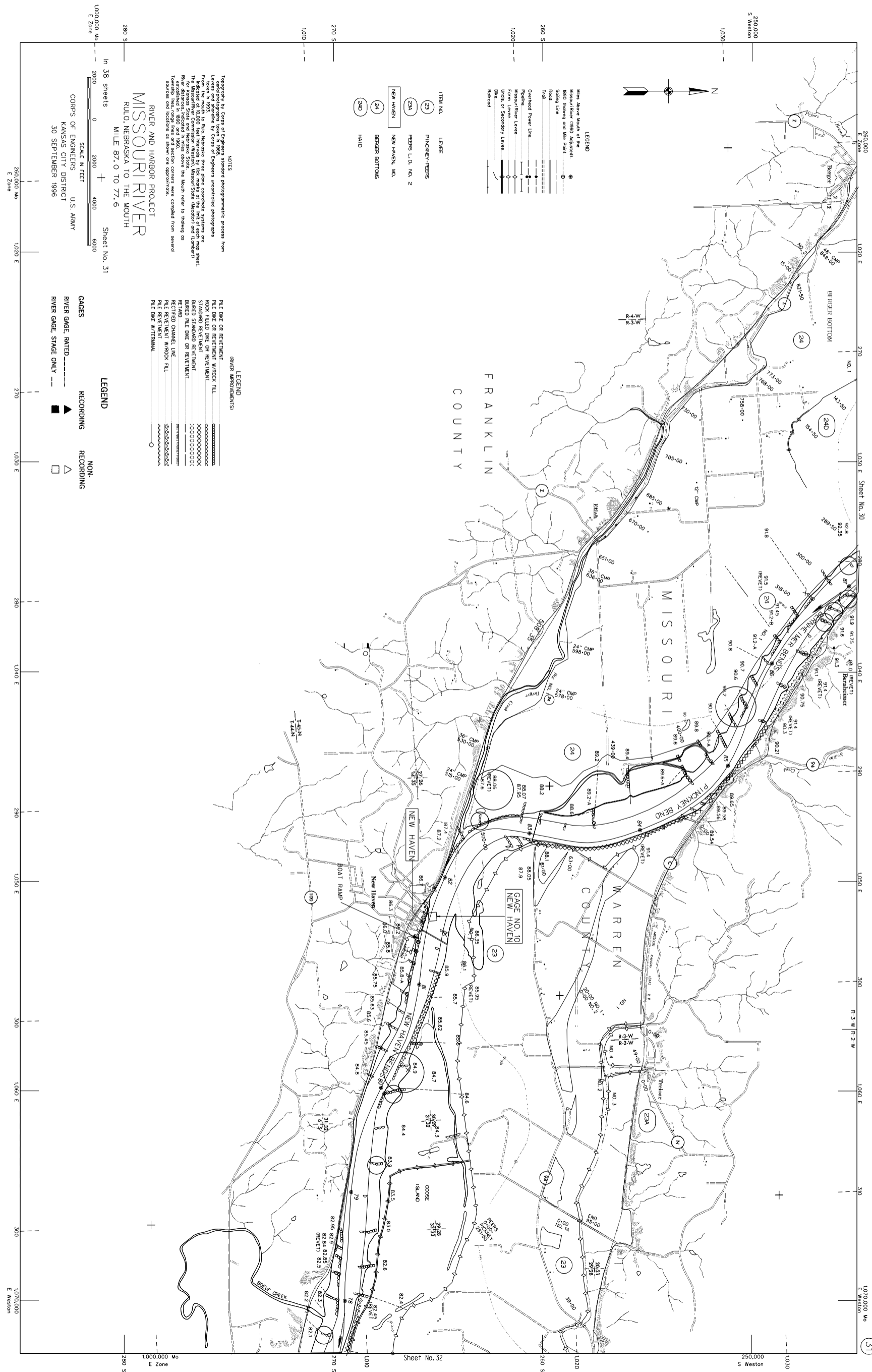
Topography by Corps of Engineers standard photogrammetric process from
aerial photography taken in 1951. To Rulo, Missouri three plane coordinate systems are
shown and identified by Corps of Engineers unclassified photostereos.
For Kansas State and Nebraska State
River distances, indicated in miles above the Mouth refer to the nearest
Towing line, range lines and section corners were compiled from several
sources and locations as shown are approximate.

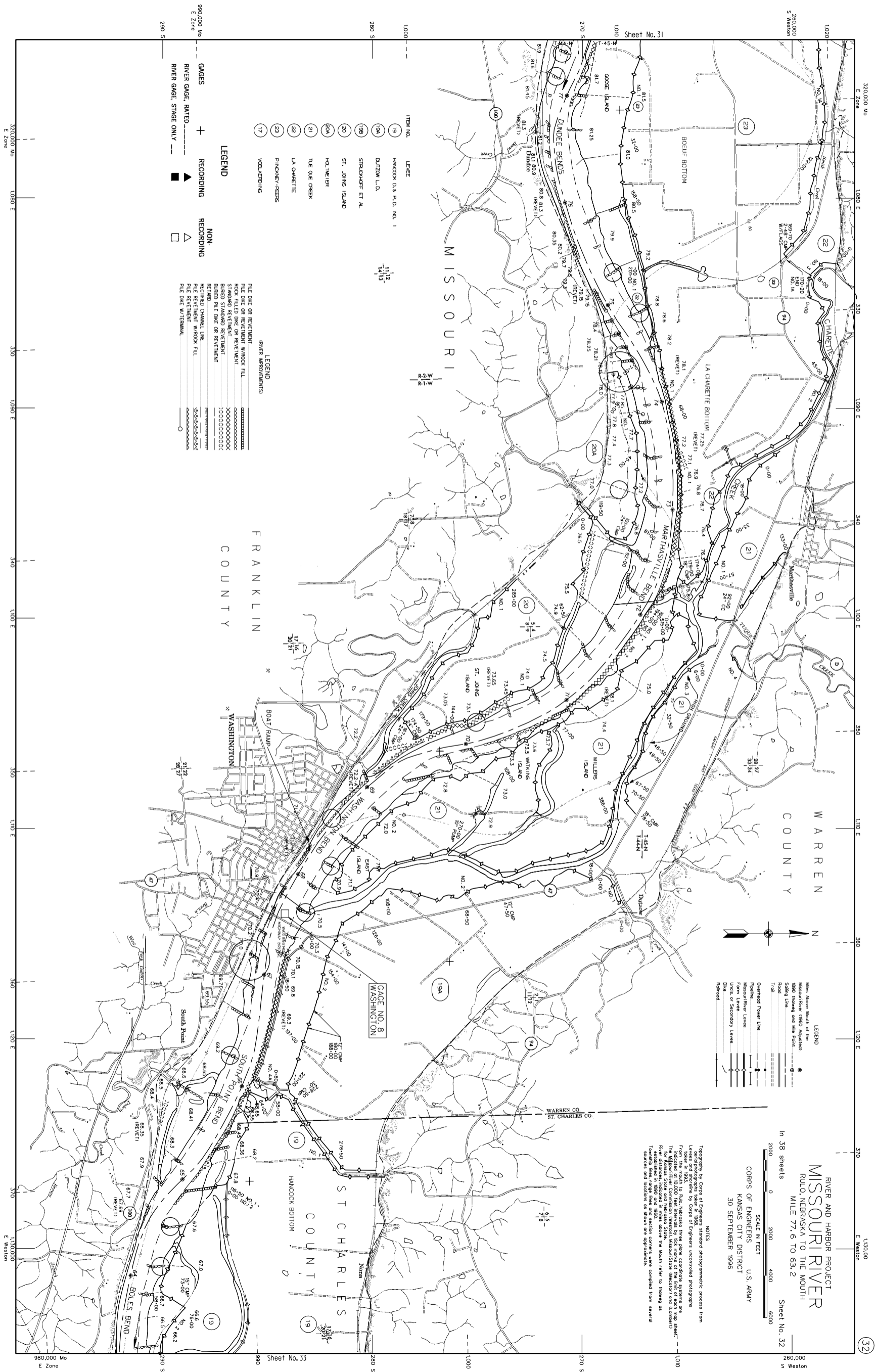
- LEGEND
- Miss Above Mouth of the Missouri River (1980 Adjusted)
 - 1890 Towing and Main Point
 - Soiling Line
 - Road
 - Overhead Power Line
 - Missouri River Levee
 - From Levee
 - Dike or Secondary Levee
 - Railroad
- LEGEND
- PILE DIKE OR REVENIENT (REFER APPROPRIATE)
 - PILE DIKE OR REVENIENT W/ROCK FILL
 - STANDARD REVENIENT
 - BAIRED STANDARD REVENIENT
 - RETIARD
 - REFURBED CHANNEL LINE
 - PILE REVENIENT
 - PILE DIKE W/TERMINAL

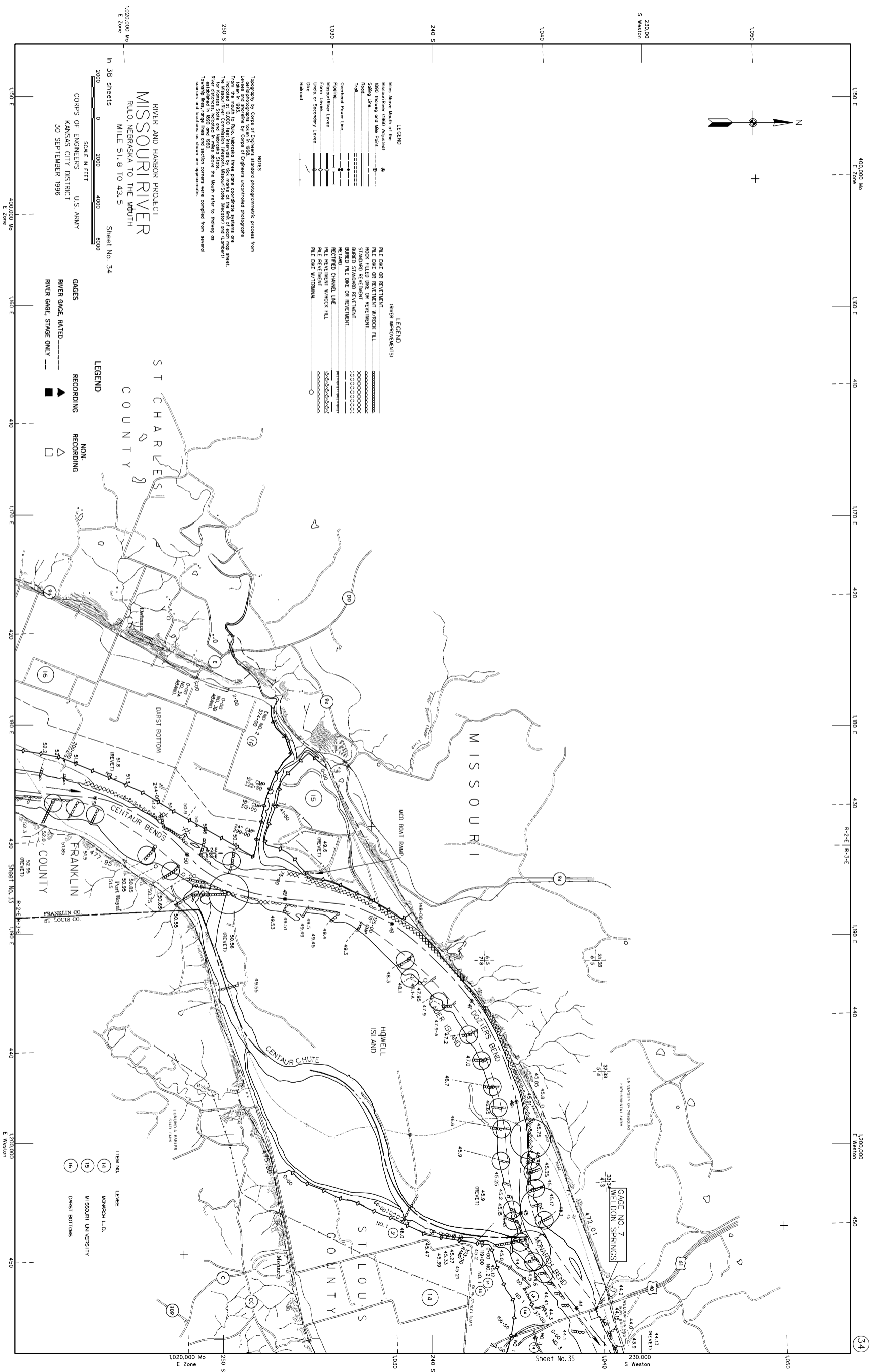


- | ITEM NO. | LEVEE | ITEM NO. | LEVEE |
|----------|-----------------|----------|---------------|
| 25 | MCGIRNS ISLAND | 23A | LIEBEGE |
| 27 | BAST-LINER | 23B | HELD |
| 28 | STOUTMAN | 23F | DIERMAN |
| 28A | RAUENLAND | 240 | MORRISON CITY |
| 28B | MARTIN | 24E | ROST |
| 29 | MORRISON | 30A | ROCKS-MEANS |
| 29C | R.E. REINHOLD | 29C | BLUFFTON |
| 28D | TRI-COUNTY L.D. | 28G | ZIMMER |
| 28E | UNHE | 29G | ISLAND L.D. |
| 28F | HEWNER | | |









460,000 Mo
E Zone

1,220 E

470

1,230 E

480

1,240 S

490

1,250 E

500

1,260,000
E Zone

510

1,270 E

(35)



26°55'
35°56'

230,000
S West

1,040
S West

230,000
S West

Sheet No. 34

GAGE NO. 6
ST. LOUIS WATERWORKS

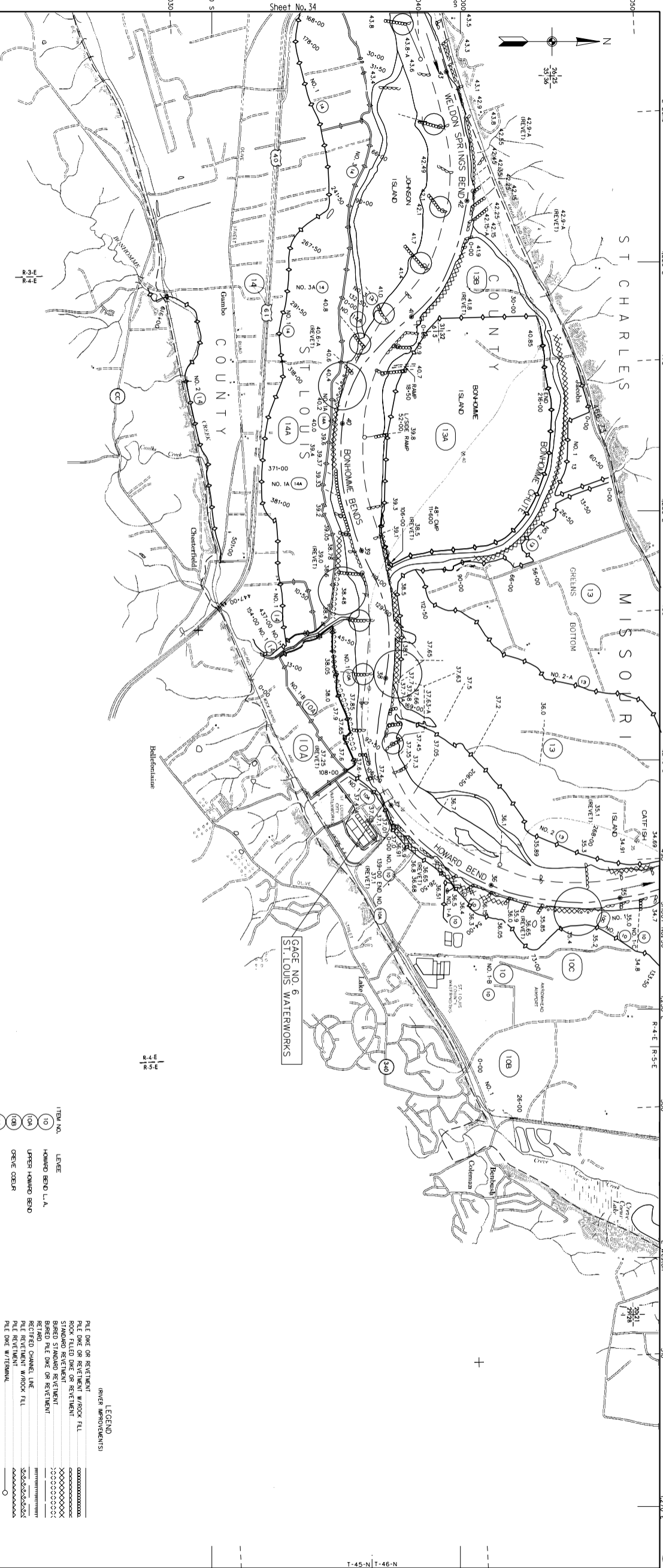
T-45-N T-46-N

240 S

240 S

1,030

1,030



1:50,000
Scale

ITEM NO.

LEVEE

HOWARD BEND L.A.

UPPER HOWARD BEND

CREVE COEUR

AMBO

CREVE BOTTOM L.D. NO. 2

BONHOMME (NEW LEVEE)

KOHLER (NEW LEVEE)

MONROE L.D.

CLAMO

LEGEND

(RIVER IMPROVEMENTS)

PILE Dike OR RETENTION

ROCK FILLED Dike OR RETENTION

STANDARD RETENTION

BURIED PILE Dike OR RETENTION

RECTIFIED CHANNEL LINE

PILE RETENTION W/ROCK FILL

PILE RETENTION

PILE Dike W/TERRACE

NOTES

Topography by Corps of Engineers standard photogrammetric process from aerial photographs taken in 1968.
Levees and structures by Corps of Engineers uncontrolled photographs from the mouth to Rulo, Missouri have gone through systems are indicated in 10,000 feet intervals by Wisconsin State of each map sheet. The Missouri River is shown by Wisconsin State of Missouri (1968) survey for Kansas State and Nebraska State the Mouth refer to the map on Township lines, range lines and section corners were compiled from several sources and locations are shown are approximate.

RIVER AND HARBOR PROJECT
MISSOURI RIVER
RULO, NEBRASKA TO THE MOUTH
MILE 43.5 TO 34.7

In 38 sheets

Sheet No. 35

SCALE IN FEET
2000 0 2000 4000 6000

CORPS OF ENGINEERS
KANSAS CITY DISTRICT
30 SEPTEMBER 1996
U.S. ARMY

LEGEND

RECORDING

NON-RECORDING

GAGES
RIVER GAGE, RATED
RIVER GAGE, STAGE ONLY

Miles Above Mouth of the Missouri River (1960 Adjusted)
5000 ft. above and the Point
5000 ft. above the Point
Road
Tidal
Overhead Power Line
Pipeline
Levee
Freeze
Uncle or Secondary Levee
Dike
Railroad

100,000 Mo
E Zone

460,000 Mo
E Zone

1,220 E

470

1,230 E

480

1,240 E

490

1,250 E

500

1,260,000
E Zone

510

1,270 E

260 S

1,010,000 Mo
E Zone

- LEGEND
- PILE DME OR RETENTION
PILE DME OR RETENTION W/ROCK FILL
STANDARD RETENTION
BURIED STANDARD RETENTION
BURIED PILE DME OR RETENTION
RETAINED
RETAINED CHANNEL DME
PILE RETENTION W/ROCK FILL
PILE DME W/RETAIN

- LEGEND
- RIVER GAGE, RATED
RIVER GAGE, STAGE ONLY
RECORDING
NON-RECORDING

RIVER AND HARBOR PROJECT
MISSOURI RIVER
R.I.O., NEBRASKA TO THE MOUTH
MILE 34.7 TO 25.3
Sheet No. 36

SCALE IN FEET
CORPS OF ENGINEERS
KANSAS CITY DISTRICT
30 SEPTEMBER 1996

NOTES

Topography by Corps of Engineers standard photogrammetric process from aerial photographs taken in 1966.

Levees and structures by Corps of Engineers uncontrolled photographs are from the mouth to Rulo, Nebraska. Three plane coordinate systems are used: 1. 1928 U.S. National System (NAD 28) for the mouth to Rulo, Nebraska. 2. 1983 U.S. National System (NAD 83) for the Rulo, Nebraska to the mouth. 3. 1983 U.S. National System (NAD 83) for the Rulo, Nebraska to the mouth.

For Kansas State and Nebraska State.

Established in 1980 and 1990.

Township lines, range lines and section corners were compiled from staked surveys and sections to shown are appropriate.

LEGEND

Miss Above Mouth of the Missouri River (1980 Adjusted)

Staging Line

Road

Trail

Overhead Power Line

Private River Levee

Front Levee

Uncle or Secondary Levee

Dike

Railroad

ITEM NO.

LEVEL

90

91

92

93

94

95

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100

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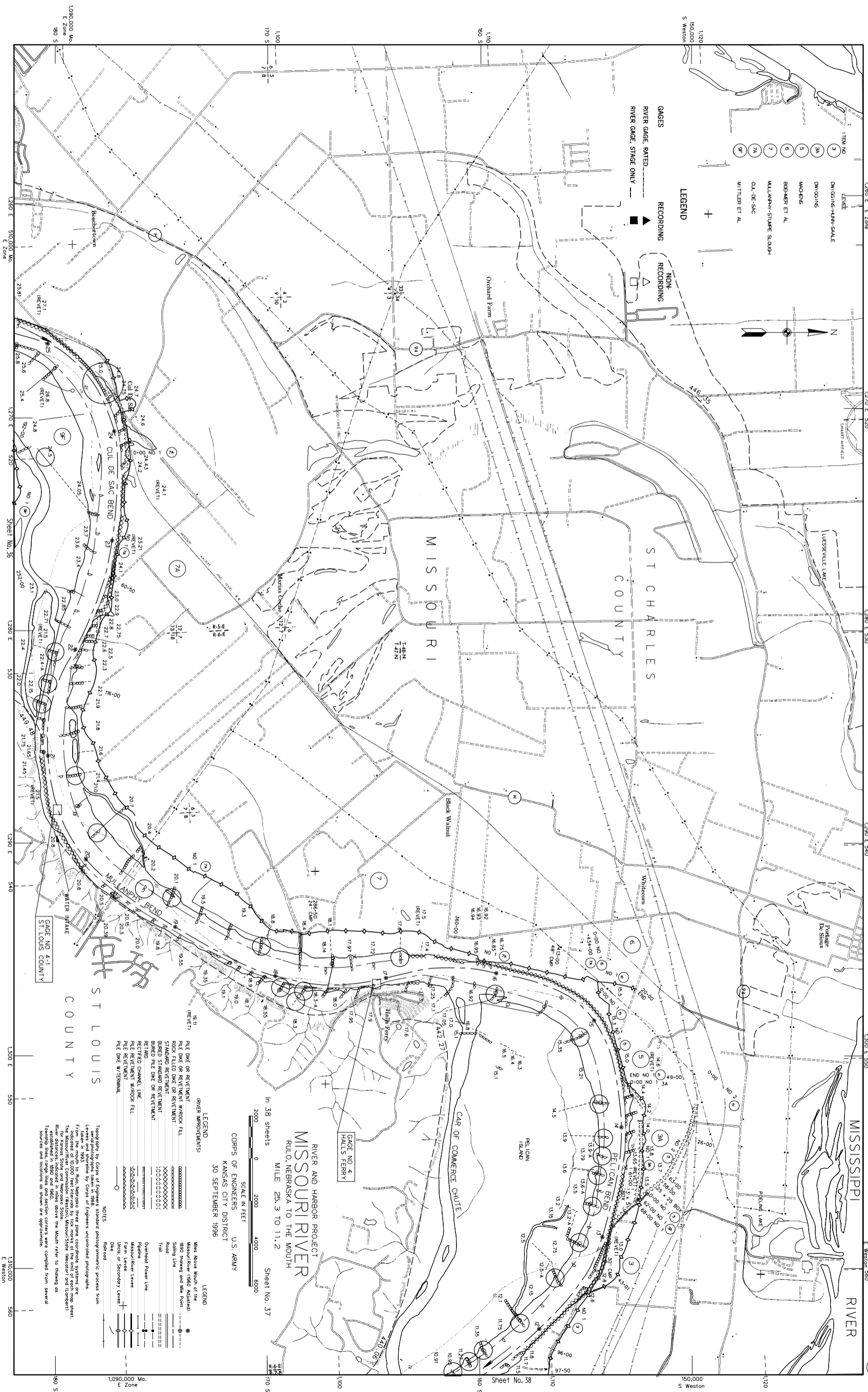
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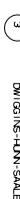
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Sheet No. 38

30 SEPTEMBER 1996

sources and locations as shown are approximate.



(RIVER IMPROVEMENTS)

PILE DIKE W/TERRINAL

MATHS ON

COMMUNITY

